

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

**SOLICITATION, OFFER AND AWARD**

**CONTINUATION SHEET**

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION **IFB FQ15226/AMB**

Amendment Number   A001   Dated   6/26/15  

Amendment Number            Dated           

Amendment Number            Dated           

Amendment Number            Dated           

Amendment Number            Dated           

Amendment Number            Dated           

**Failure to acknowledge receipt of all amendments may render the offer unacceptable.**

\_\_\_\_\_  
Authorized Signature


\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

|   |   |  |                                |
|---|---|--|--------------------------------|
| 1. AMENDMENT/MODIFICATION<br>A001   | 2. EFFECTIVE DATE<br>22 June 2015   |  |                                |
| 3. ISSUED BY PURCHASING SECTION<br>Office of Procurement and Materials<br>Alicia M. Blanton, Contract Administrator<br>600 Fifth Street, N.W.<br>Washington, DC 20001   | 4. ADMINISTERED BY (If other than block 3)  |  |                                |
| 5. CONTRACTOR<br>NAME AND ADDRESS<br><br>(Street, city,<br>county, state,<br>and Zip Code)  | 6. FORM TYPE<br>(Check only one)<br><u>X</u> AMENDMENT OF SOLICITATION NO FQ15226/AMB<br><br>DATED <u>June 19, 2015</u> (see block 7) |  |                                |
| <p align="center"><b>7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b></p> <p><u>X</u> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <u>X</u> is extended, <u>    </u> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning <u>two</u> copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> |   |  |                                |
| 8. ACCOUNTING AND APPROPRIATION DATA (If required)  |   |  |                                |
| <p><b>9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b></p> <p>(a) <input type="checkbox"/> This Change Order is issued pursuant to _____<br/>The Changes set forth in block 10 are made to the above numbered contract/order.</p> <p>(b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10.</p> <p>(c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____<br/>It modifies the above numbered contract as set forth in block 10.</p>   |   |  |                                |
| <p><b>10. DESCRIPTION OF AMENDMENT/MODIFICATION</b></p> <p>A. Solicitation FQ15226/AMB is amended for the following:<br/>1. Amended for the Certificate of Insurance requirements</p> <p align="center"><small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small></p>   |   |  |                                |
| 11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>TWO</u> COPIES TO ISSUING OFFICE.  |   | <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT  |                                |
| 12. NAME OF CONTRACTOR/OFFICE<br><br>BY _____<br><small>(Signature of person authorized to sign)</small>  |   | 15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY<br><br>BY <br><small>(Signature of Contracting Officer)</small> |                                |
| 13. NAME AND TITLE OF SIGNER (Type or print)  | 14. DATE SIGNED   | 16. NAME OF CONTRACTING OFFICER (Type or print)<br><br>Allison R. Robertson  | 17. DATE SIGNED<br><br>6/22/15 |

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
INDEMNIFICATION AND INSURANCE REQUIREMENTS  
FOR CONTRACTS**

**RE: FQ15226 MTPD STORAGE CABINETS**

*Remove any existing Indemnification/Insurance wording in your contract/agreement and replace with the following:*

**Indemnification**

1. Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and the Authority, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work and/or any acts in connection with activities to be performed under this contract, unless the loss or damage is due to the sole negligence of the Authority. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any obligation of Contractor under this Contract.
2. Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys' fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the job site; provided, however, that the foregoing indemnity does not apply to loss or damage due to preexisting conditions, whether known or unknown.
3. Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to the Authority pursuant to this Section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

**Minimum Insurance Requirements**

The following outlines the minimum insurance coverages and limits of insurance for those coverages that Contractor will be required to purchase and maintain. Contractor shall procure, at their sole cost and expense the minimum required insurance as follows:

## **General Insurance Requirements**

- 1) Contractor is required to maintain the insurance coverage(s) outlined in this Section for a period of time commencing the sooner of the execution of this contract, or the start of Work, and continuing through the completion of all work including any and all punch list and warranty work, without interruption.
- 2) The insurance coverage and limits of insurance outlined herein are minimum coverage and limits. Contractor is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and or limits of insurance that Contractor deems prudent and necessary to manage risk in the completion of this contract.
- 3) Upon written request from WMATA, contractor shall provide copies of any and all policy(s) required by these Minimum Insurance Requirements, including all endorsement(s), within 5 business days of such request.
- 4) Receipt, review and communications regarding Certificates of Insurance (COI), Insurance Policy(s), endorsements or other materials utilized to document compliance with these Minimum Insurance Requirements does not constitute acceptance by WMATA.
- 5) Insurance Policies must be written on admitted paper, (unless otherwise indicated herein) with an insurance company acceptable to WMATA.
- 6) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 7) Any insurance policy utilizing a Self-Insured Retention (SIR) requires written approval from WMATA.
- 8) Contractor is required to incorporate these Minimum Insurance Requirements into contract requirements of all Sub-contractors of every tier. Contractor, at their sole peril may amend the minimum required limits of coverage for Sub-contractors but not the Required Minimum Coverage(s). Doing so does not relieve Contractor from its respective liability to WMATA.
- 9) Compliance with these Minimum Insurance Requirements does not relieve Contractor from their respective liability to WMATA, even should that liability exceed the minimum insurance limits, or minimum coverage requirements outlined herein.

## **Workers' Compensation and Employer's Liability**

### **Required Minimum Limits of Coverage:**

|                       |             |                       |
|-----------------------|-------------|-----------------------|
| Workers' Compensation | Statutory   |                       |
|                       |             |                       |
| Employers' Liability  | \$1,000,000 | Each Accident         |
|                       | \$1,000,000 | Disease Policy Limit  |
|                       | \$1,000,000 | Disease Each Employee |

### **Required Minimum Coverage(s):**

- 1) Workers' Compensation Statutory Coverage must be provided on an "All States" basis.
- 2) Contractor and Sub-contractors of any tier performing work within 500 feet of navigable water must have their Workers' Compensation Policy endorsed to provide coverage for both Jones Act Liability and Longshore and Harbor Workers' Compensation Act Liability.

**Commercial General Liability**

**Required Minimum Limits of Coverage:**

|             |   |
|-------------|---|
| \$2,000,000 | Each Occurrence Limit                   |
| \$2,000,000 | General Aggregate Limit                 |
| \$2,000,000 | Products and Completed Operations Limit |

**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.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation” Section below.
- 5) 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.

**Business Auto Liability**

**Required Minimum Limits of Coverage:**

|             |                       |
|-------------|-----------------------|
| \$2,000,000 | Combined Single Limit |
|-------------|-----------------------|

**Required Minimum Coverage(s):**

- 1) Business Auto Liability shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA’s sole and unreviewable discretion.
- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the “Additional Insured” Section below.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation” Section below.
- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a Primary Business Auto Liability policy and an Umbrella Excess Liability policy provided that the Umbrella Excess Liability policy complies with items 1 through 3 above.

### **Additional Insured(s)**

Contractor and Sub-contractors of every tier are required to add WMATA and the WMATA Board of Directors as additional insured(s) on all insurance policies purchased by Contractor and Sub-contractors of every tier, including excess liability policy(s), with the exception of Workers' Compensation and Professional Liability.

- 1) Coverage provided to any Additional Insured shall be primary and non-contributory to any other insurance available to the Additional Insured, including coverage afforded to the WMATA as an additional insured by Sub-contractors, and from other third parties.
- 2) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 3) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction(s) where the contract scope of work takes place. 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) Coverage available to the additional insureds shall not be limited to the minimum limits of coverage outlined in this document.

### **Waiver of Subrogation**

Contractor and Sub-contractors of every tier are required to have all insurance policies required under these Minimum Insurance Requirements endorsed to waive the respective insurance company's rights of recovery against WMATA, and the WMATA Board of Directors.

- 1) Waiver shall be provided on an endorsement that is acceptable to WMATA.

### **Certificate of Insurance (COI)**

Contractor shall provide WMATA an ACORD Certificate of Insurance (COI) and copy of the Additional Insured endorsements as evidence that the insurance requirements of this Section have been satisfied. Certificates of Insurance shall be emailed to COI@WMATA.COM.

The cert holder box should read:

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

Additionally;

- 1) Proposed material modifications to insurance required under this Section must be received by WMATA at least 30 days prior to the effective date of the proposed modifications to such insurance.
- 2) WMATA's receipt of copies of any COI, policy endorsements or policies does not relieve Contractor of the obligation to remain in compliance with the requirements of this Section at all times. Contractor's failure to so comply, and to continuously comply with these insurance requirements shall constitute a material breach of this Contract.
- 3) Receipt of the COI does not constitute acceptance of the insurance outlined above.

**END OF AMENDMENT A001**