




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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION A003		2. EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY PURCHASING SECTION WMATA PRMT - CENI 600 FIFTH STREET, NW, WASHINGTON DC 20001-2651		4. ADMINISTERED BY (if other than block 3) (Same as block 3)	
5. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and Zip Code)		6. FORM TYPE (Check only one) <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. <u>FQ14114/MDG</u> DATE _____ (See block 7) <input type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. DATE _____ (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> 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 _____ 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.			
8. ACCOUNTING AND APPROPRIATION DATA (if required) N/A			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to The Changes set forth in block 10 are made to the above numbered contract/order. (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. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION See Continuation Sheet			
<p style="text-align: center;"><small>Except as provided herein, all terms and conditions of the document referenced in block 6, as hereinafter changed, remain unchanged and in full force and effect.</small></p>			
11. <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN _____ COPIES TO ISSUING OFFICE.		<input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY _____ <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  <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) RICHARD OWENS	17. DATE SIGNED 1/28/15

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FQ14114-A001

The purpose of this amendment is to change the following:

1. The hour and date specified for receipt of Offers has been extended to February 18, 2015 at 2:00 PM.
2. Book 1, Solicitation Instructions, Section 14 – Disadvantaged Business Enterprises Requirements has been changed to the following:

14. DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

Attached as part of this solicitation are documents outlining the requirements for the Disadvantaged Business Enterprise (DBE) Program: **The goal established for each individual task order will be a percentage of the final task order price, including amendment and modification, unless a good faith waiver is requested and approved.**

- a. For the Offeror to be considered responsible, the following documents (see Appendix B) shall be completed and **submitted with any resulting task orders**:

Schedule of DBE Participation

Letter of Intent to Perform as Subcontractor/Joint Venture
(If applicable)

DBE Unavailability Certification
(where applicable)

Written request for waiver when DBE participation is less than stated percent

DBE Monthly Status Report, after award, to the COTR and a final report at contract completion if DBE participation is applicable.

If any portion of the written requirement is omitted, then the offer may be found to be unacceptable and subsequently rejected. Appendix B forms and/or waivers must be completed with great care by each Offeror to insure that the offer is acceptable.

3. Book 1, Solicitation Instructions, Section 18 – Proposal Format Instructions/Requirements has been changed to the following:

18. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS

The Offeror shall submit their proposal as follows:

- a. Proposal Format

The original of Volumes I, II, and III shall be unbound. All electronic copies shall be labeled with the RFP number, the Offeror's identity, and volume number. Volumes shall be submitted in the following order:

- (1) Volume I – Cost/Price - One (1) original AND One (1) electronic copy of Volume I submitted on Universal Serial Bus (USB) Drive; (i.e. Flash Drive, Thumb Drive, Pen Drive, Jump Drive)

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(2) Volume II – Technical - One (1) original AND Seven (7) electronic copies of Volumes 2 and 3 submitted on Universal Serial Bus (USB) Drives; copies of the technical proposal (Shall not include cost/price information)

(3) Volume III – Contractual - One (1) original AND Seven (7) electronic copies of Volume 3 submitted on Universal Serial Bus (USB) Drives of the completed signed solicitation documents to include Representations, Certifications, Pre-Award Data, Certificate of Insurance, DBE requirements, per Appendix B and Amendments, if any.

- b. Volume I – Cost/Price Proposal. Volume I will contain the price information for the Seed Project. All information relating to cost or pricing data must be included in Volume I. Under no circumstances shall cost or pricing data be included elsewhere in the Offeror's proposal.
- c. Volume II - Technical Proposal. The technical proposal shall enable WMATA evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the specifications in accordance with the Authority's requirements. Technical proposals shall be specific, detailed, and complete and demonstrate that the Offeror has a thorough knowledge and understanding of the requirements. Offerors shall avoid statements which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

TECHNICAL PROPOSAL SECTION	PAGE LIMIT
Title Page	1
Transmittal Letter	2
Table of Contents	2
Executive Summary	3
Past Performance	20
Corporate Experience and Technical Capability	50 (not including resumes)
Seed Project Technical Approach	20

TECHNICAL PROPOSAL CONTENTS: The contents and requirements for the Technical Proposal are described in detail in the following sections. The Contractors Technical Proposal shall contain each of the following sections, and be separated by an appropriate tab:

- a) **Title Page:** (Limited to one (1) page) The Technical Proposal must contain a Title Page.
- b) **Transmittal Letter:** (Limited to two (2) pages) The Cover Letter must be signed by an officer authorized to make a binding commitment for the firm(s) making the Proposal. The cover letter shall include:
- The RFP Number
 - The name address, telephone and facsimile numbers, and website addresses of the offeror (if applicable)
 - A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item
 - Names, titles, and phone and facsimile numbers and e-mail addresses of persons authorized to negotiate on the offeror's behalf with the Authority in connection with this solicitation and;

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- Name title and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office
- This letter shall include acknowledgement of all addenda issued by WMATA.

c) **Table of Contents:** (Limited to no more than two (2) pages) The Technical Proposal must contain a Table of Contents that delineates all the sections in the Proposal.

d) **Executive Summary:** (Limited to no more than three (3) pages, including matrix) the offeror shall provide a short executive summary that describes the significant attributes of its proposal. This executive summary will include a matrix/table that maps each of the factors/sub-factors to a specific section/page/paragraph within the vendor's proposal. See table A for a sample matrix.

TABLE A – Sample Matrix:

Sub-Factor Reference	Section in Proposal	Page in Proposal	Para. in Proposal
Past Performance	22 Past Performance (22.1; 22.2; 22.3)	Tab H – pg. 1-6	Para. 1
Sub-factor 1	3.2 Management Approach 13.2 Quality Assurance	Tab B – pg. 2-5 Tab J – pg. 4-9	Para. 5

e) **Past Performance**

- 1) Consent Letter executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information so the offeror can respond to such information.
- 2) Past Performance Summary Sheet - Submit a list of at least 3 (three), but no more than 5 (five) construction contracts/negotiated agreements/task or delivery orders (herein referred to as contract citations) you consider most recent and most relevant in demonstrating your ability to perform the efforts identified in the General Requirements. If submitting a proposal as a Joint Venture or any other type of teaming arrangement, submit past and present work in accordance with the above guidance for each legal partner. Past performance of any major subcontractor who is not identified as a legal teaming partner will NOT be evaluated and should not be included.
- 3) Project Performance Information Sheets - Submit project information on EACH contract citation listed on your Past Performance Summary sheet. As a minimum, the project information sheet should include the type of contract; Title, contract number; Name of the agency, company, and/or owner; Name, telephone number, and email address of contact person; Date(s) of award and completion; Value of the contract; Percentage of self performance; General description of the project, the relative complexity of the work, and relevancy to this solicitation. Limit information for each project to one (1) page, single-spaced and 12 pt. font. Include rationale supporting your assertion of relevance. Specifically, relevancy will consider similar types of effort, complexities, and scope within the SOW and evaluation factors. It is important to specifically describe the work that each individual joint venture entity, teaming partner, or major subcontractor performed so the Authority can conduct a meaningful Performance Confidence Assessment (PCA) on the prime, teaming partners, joint venture partners, and each major subcontractor. A relevant contract does not have to contain all Factor areas (e.g. an offeror may submit information on a contract that is only relevant to one Factor).

f) **Corporate Experience and Technical Capability**

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- 1) The Offeror shall provide evidence of verifiable continuous corporate experience as a business entity primarily providing services within the North American Industry Classification System (NAICS) Code 238220 (Plumbing, Heating, and Air-Conditioning Contractors), within the last five (5) years.
- 2) The Offeror shall describe the proposed approach to scheduling an individual task order. The approach shall include all items the Offeror identifies as necessary. Examples of these items include, but are not limited to: initial project scheduling, milestones, submittals, meetings with the Authority, schedule revisions and updates, scheduling software, customer input and constraints, delay notifications, and project float.
- 3) The Offeror shall describe the proposed approach to managing project submittals. This approach shall address how they plan on providing timely submittals and the quality control measures they utilize to ensure the submittals are complete and done properly. The Offeror shall describe how their submittal package will be organized. The Offeror shall provide a sample transmission document indicating what submittals will be provided on each individual task order.
- 4) The Offeror shall provide their approach to selecting the proposed DBE subcontractors, their rationale for selecting the DBE subcontractors identified in their proposal, information on what types of work the DBE subcontractors will perform, and the approach for retaining the proposed DBE subcontractors throughout the life of the MATOC. If the Offeror is a DBE contractor, provide their approach to selecting the proposed major subcontractors, their rationale for selecting the major subcontractors identified in their proposal, information on what types of work the major subcontractors will perform, and the approach for retaining the proposed major subcontractors throughout the life of the MATOC. The Offeror shall provide their approach for identifying any subcontractors that need to be replaced and their approach for replacing subcontractors. The Offeror shall provide their approach for controlling subcontract costs. The Offeror shall provide their approach for selecting material suppliers.
- 5) The Offeror shall provide their approach for managing company resources. This includes, at a minimum, addressing what steps will be taken to identify issues that may potentially lead to the Offeror not meeting the schedule established at time of award of any individual task order, or any combination of task orders, and what steps will be taken to ensure the task order(s) will be completed on time (without the need for a time extension) and at no additional cost to the Authority.
- 6) The Offeror shall provide their approach for staffing each project adequately and what steps will be taken if it is determined that staffing needs are not being met. The Offeror shall address their process to ensure the Project Manager and Project Superintendent(s) are not overcommitted and have adequate time to perform their duties on each individual task order, particularly in the event that multiple task orders are being done simultaneously. The Offeror shall identify the roles and responsibilities for the Project Manager and the Project Superintendent(s). The Offeror shall provide a resume for the Project Manager and for all Project Superintendents.
- 7) The Offeror shall provide their corporate safety plan or safety program similar to this project. This plan shall clearly state the Contractor's accident prevention plan, emergency response plan, and safety organization. The following information should be included at a minimum:
 - Lost time accident rate and medical cases for past five years;
 - Experience Modification Rating (EMR) for the past five years;
 - The name and address of present compensation and liability insurance carrier;

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- The name, address, and telephone number of the person in charge of the organizational safety program;
 - The Offeror shall submit record of federal, state, or local violations of environmental and occupational safety and health regulations for the last 2 years
- 8) The Offeror shall provide a letter of bondability. The letter shall state, at a minimum, the aggregate bonding program amount, the amount of available capacity, and the single task order limit amount.

g) **Seed Project Technical Approach**

- 1) The Offeror shall provide the proposed technical plan response to the Seed Project provided as part of the solicitation, to include, but not limited to, the following:
- A detailed narrative description of how the bidder proposes to accomplish the work of the Contract including an organization chart with responsibilities including subcontractors.
 - 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.
 - 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.
 - A list of all major equipment that the bidder expects to use to accomplish the work of the seed project.

NOTE: Do not include pricing information in this section

The information supplied shall be closely aligned with the procurement under consideration and shall be free from ambiguities. Ambiguous statements or statements with dual meanings will be interpreted in the manner representing the best interest to the Authority. The prime offeror shall be held responsible for the validity of information supplied by potential subcontractors. While any and all pertinent information is essential to a successful technical proposal, it should be noted that voluminous proposals containing nonessential information are undesirable.

- d. **Contractual.** Contractual documents shall contain a completed signed Solicitation, Offer and Award Form and include Representations, Certifications, Pre-Award Data, Certificate of Insurance, DBE requirements per Appendix B, and any amendments.
- e. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:
1. Requirements of the RFP, the specifications, and all standards and regulations pertaining to the specifications.
 2. Any limitation on the number of proposal pages. Pages exceeding the page limitations set forth may not be read nor evaluated.
- 3. Format for proposal Part II and Part III shall be as follows:**
- A page is defined as one face of an 8 ½" x 11" sheet of paper containing information.

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- Typing shall not be less than 12 point font; Graphs and Charts shall be no less than 8 point
- Elaborate formats, bindings or color presentations are not desired or required.
- The offeror shall use a standard page numbering system to facilitate proposal references.

All changes resulting from clarifications to the proposal will be submitted on a page for page basis. Each page changed shall contain a revision date located in a uniform location.

The information supplied shall be closely aligned with the procurement under consideration and shall be free from ambiguities. Ambiguous statements or statements with dual meanings will be interpreted in the manner representing the best interest to the Authority.

4. Book 1, Part II Special Provisions, Section 1 – Task Order Procedure has been changed to the following:

1. TASK ORDER PROCEDURE

This contract provides for the issuance of Task Orders on a negotiated basis as follows:

1. General

Only the Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Statement of Work. Unless specifically authorized by the Contracting Officer, the Contractor shall not commence work until a fully executed Task Order has been awarded. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this ARTICLE.

No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

2. Requesting Task Order Proposals

The Contracting Officer or a designated official may solicit responses to requirements from Contractors within a technical area covered by a task order requirement in writing. A Task Order Request for Proposals (TORFP) will be prepared and issued for each task order requirement. Generally, the TORFP will include, but is not limited to, the following:

- a. Statement of Work;
- b. Reporting Requirements and Deliverables (if applicable);
- c. Proposal Due Date and how to deliver Proposals;
- d. Period of Performance/Duration of Task Order;
- e. Evaluation Factors for Award (if other than Price and Past Performance on previous task orders, with Price being more important than Past Performance)
- f. Liquidated Damages (if applicable)

All contract clauses contained this contract shall be incorporated in the TORFP and the resultant task order. If conflicts exist between the contract clauses and the information outlined in the task order, the contract language takes precedence over the information in the task order. Contractors are not required to propose on all TORFPs. Those eligible Contractors that decide not to submit a proposal shall advise the Contracting Officer, in writing, of their intention not to submit a proposal on or before the closing date and time established in the TORFP. An election

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not to propose on a given TORFP will not negatively affect or prohibit a Contractor from competing on future TORFPs.

3. Competitive Ordering Process.

a. All Contractors will receive e-mail notification advising of the availability of each proposed task order requirement. All proposed task orders will incorporate all terms of this contract unless otherwise specified in the proposed task order.

b. Contractors will be provided an adequate time to prepare and submit responses based on the Contracting Officer's consideration of the estimated dollar value and complexity of proposed task order. Responses will not be considered a proposal as defined in FAR Part 15. However, the Contractor shall provide information sufficient for consideration. If evaluation criteria are specified on the TORFP as other than price and past performance, the following includes a list of potential evaluation criteria (this list is not all encompassing):

- Understanding of the requirements;
- Experience and capability on similar tasks;
- DBE Compliance
- Technical approach, methods and procedures for satisfying the requirements with a discussion of potential problems to be encountered and proposed solutions and/or risk mitigation strategies.
- Procedures for assuring quality of work, products, and deliverables;
- Plan for managing the task order, including meeting requirements and schedules, and performance measures (if applicable);
- Staffing plan with skill levels and level of effort for each individual proposed;
- References to evaluate past performance on previous contracts/task orders not awarded under the MATOC; and

4. Price to perform the task order

Each contractor will provide their best price for the individual task order. There are no pre-established labor rates, etc. included within the contract. A Contractor will utilize the Unit Price Schedule when providing their price for each individual task order. The Contractor may be required to provide material cost, direct labor rates, direct labor hours, direct labor cost, equipment cost, and subcontractor cost for each item established on the Task Order Pricing Template. The Authority will provide a Unit Price Schedule for each task order with the TORFP filled in with the categories of work that are anticipated. If the Contractor identifies other categories of work that were not identified, the Contractor will identify those in the proposal, and provide all information for those categories of work as well. If the category of work is to be subcontracted, the Contractor will provide back-up documentation for that work. The back-up documentation will be the multiple quotations received by the offeror, or an explanation as to why there were not multiple quotations received.

5. Evaluation and Award of Task Order Proposals

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The Authority will evaluate the Task Order proposals against the requirements of the TORFP. Specifically, price, past performance on previous task orders, and any other factors specifically identified in the TORFP may be used for evaluation of each proposal. In addition, the TORFP will identify the basis for selecting a contractor for award. Generally, price will be more important than past performance. However, each TORFP will specify how the award decision will be made. Upon completion of evaluations, the Contracting Officer will issue a task order to the Contractor whose proposal is most advantageous to the Authority.

The Contracting Officer will notify all MATOC contractors of the selection decision in writing (via e-mail).

6. Fair Opportunity

a. Each awardee will be given a fair opportunity to be considered for each order issued over \$2,000 unless the following exception(s) apply:

- The Authority's need for the supplies or services is so urgent that a competition would result in unacceptable delays;
- Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
- It is necessary to place an order to satisfy a minimum guarantee.

5. Book 1, Part II Special Provisions, Section 15 – General Insurance Requirements has been changed to the following:

15. GENERAL INSURANCE REQUIREMENTS

Article 1. General Insurance Requirements

Contractor shall procure, at its sole cost and expense the insurance outlined in this Section as follows:

- 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, without interruption. The coverages shall be maintained in force and effect for 3 years after final completion and acceptance of the Work, with the exception of Professional Liability. Professional Liability insurance requirements are outlined in Article 6.
- 2) The insurance coverage and limits of insurance outlined in this Section 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), including all endorsement(s), within 5 business days of such request.

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- 4) Insurance Policies must be written on admitted paper, (unless otherwise indicated herein) with an insurance company acceptable to WMATA.
- 5) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 6) Any insurance policy utilizing a Self-Insured Retention (SIR) requires approval from WMATA.
- 7) Contractor is required to incorporate these minimum Insurance Requirements into contract requirements of all Sub-Contractors of every tier.

Article 2. Workers' Compensation and Employer's Liability

Required Minimum Limits of Coverage:

Workers' Compensation	Statutory	
Employers' Liability	\$2,000,000	Each Accident
	\$2,000,000	Disease Policy Limit
	\$2,000,000	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.

Article 3. Commercial General Liability

Required Minimum Limits of Coverage:

\$10,000,000	Each Occurrence Limit
\$10,000,000	General Aggregate Limit
\$10,000,000	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.

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- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the “Additional Insured” Article 9 of this Section. 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” Article 10 of this Section.
- 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 and Umbrella Excess 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) Policy shall be endorsed with ISO endorsement CG 25 04 03 97; “Designated Location General Aggregate Limit”, and designate “Any and all locations” as the designated location.
- 9) 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 2 10 11 85 or CG 2 26 11 85 as determined by WMATA.

Article 4. 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.

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WMATA Blanket RRP Program Option APPLICATION IS ATTACHED

WMATA may offer to waive the requirement for the Contractor to procure RRP if 1) the work qualifies for coverage under WMATA's blanket RRP program, and 2) the Contractor prepays the RRP waiver fee which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of this Contract. Contractor shall be advised of, and pay the applicable waiver fee, or procure a standalone RRP policy on WMATA's behalf if Contractor decides against the WMATA Blanket RRP Program option. **If provided under WMATA's blanket program, RRP shall be provided on a task order-by-task-order basis. A separate RRP application shall be submitted for each task order.**

Article 5. Business Auto Liability

Required Minimum Limits of Coverage:

\$2,000,000	Combined Single Limit
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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" Article 9 of this Section.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" Article 10 of this Section.
- 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.

Article 6. Professional Liability Insurance

NOT APPLICABLE

Article 7. Pollution Liability Insurance

NOT APPLICABLE

Article 8. Builders' Risk

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NOT APPLICABLE

Article 9. Additional Insured(s)

Contractor and Sub-Contractors of every tier are required to add WMATA, its independent contractors, and the WMATA Board of Directors as additional insured(s) on all insurance policies purchased by Contractor and Sub-Contractors of every tier, with the exceptions 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.
- 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 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 is not limited to the minimum limits of coverage outlined in this document.

Article 10. Waiver of Subrogation

Contractor and Sub-Contractors of every tier are required to have all insurance policies purchased by Contractor and Sub-Contractors of every tier, endorsed to waive the insurance company's rights of recovery against WMATA, its independent contractors and the WMATA Board of Directors.

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

Article 11. Certificate of Insurance (COI)

Contractor shall provide WMATA an ACORD Certificate of Insurance (COI) 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;

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- 1) Satisfactory COI delineating all required insurance coverage requirements under this Section shall be delivered before the execution of this Contract by WMATA.
- 2) COI shall state the RFP# and the name of your WMATA Procurement contact.
- 3) Failure to provide satisfactory evidence of all required insurance may result in Contractor and/or subcontractors of every tier being denied access to work locations, including, but not limited to WMATA properties.
- 4) COI reflect total limits of insurance purchased by Contractor for the types of insurance required under this Contract.
- 5) 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.
- 6) 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.
- 7) The ACORD COI shall specifically delineate the following:
 - a. Who is an Additional Insured under the policies delineated in this Section.
 - b. That each additional insured(s) as required under this Section is an additional insured on a primary and non-contributory basis.
 - c. That each additional insured(s) is an additional insured for ongoing operations of the Contractor in addition to the products and completed operations coverage.
 - d. That coverage providing a waiver of subrogation to each Additional Insured is compliant with the Waiver of Subrogation article of this Section.
 - e. That the issuing insurance company will mail written notice of cancellation of any of the required insurance policies to WMATA within 30 days of Cancellation. Use of "will endeavor to" as respects this requirement is not acceptable and must be deleted. Such notice shall be sent to:

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

Article 12. Other Insurance

- a. **Installation Floater** covering physical loss or damage to tools, machinery, equipment and other personal property of any kind used in connection with this contract whether owned, rented or in the care, custody and control of the Contractor or its subcontractors.
Provide copy of policy to WMATA.
6. Book 1, Part II Special Provisions, Section 16 – Bond Requirements has been changed to the following:

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16. BOND REQUIREMENTS

- a. A Payment Bond shall be required within 10 calendar days after the prescribed forms are presented for signature to the proposer to whom award is made, a written task order and Attachments on the forms provided shall be executed and delivered to the Contracting Officer or other delegated Authority Representative, together with a performance bond and payment bond if applicable if the Task Order price is \$100,000 or more, each with good and sufficient surety or sureties acceptable to the Authority. Corporations executing the bonds 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. The penal sums of such bonds shall be as follows:

- (1) Performance Bond:

The penal sum of the performance bond shall equal 100 percent of the Task Order price.

- (2) Payment Bond:

- (a) When the Task Order price is \$1,000,000 or less, the penal sum of the payment bond shall be 50 percent of the task order price.

- (b) When the Task Order price is in excess of \$1,000,000 but not more than \$5,000,000, the penal sum shall be 40 percent of the Contract price.

- (c) When the Task Order price is more than \$5,000,000, the penal sum shall be \$2,500,000.

- b. Failure to furnish: In the event the required bonds are not furnished as specified, the Contracting Officer or other delegated Authority Representative may not issue the Notice To Proceed and no payment will be made to the Contractor until the required bonds are furnished.

7. Book 1, Appendix B has been changed to the following:

~ APPENDIX B

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT:

- A. The DBE requirements of the Authority's DBE Program Plan apply to this contract. Accordingly, the Contractor shall carry out the requirements of the Authority's DBE Program Plan and this Appendix in the award and administration of this U.S. Department of Transportation (US DOT) assisted contract.

2. POLICY:

- A. It is the policy of the Authority (WMATA), the Federal Transit Administration (FTA) and the US DOT that Disadvantaged Business Enterprises (DBEs) shall compete fairly to receive and participate in performing federally assisted contracts, including contracts and subcontracts at any tier. It is further the policy of the Authority, the FTA and the US DOT that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts. The Contractor hereby agrees to carry out this policy in the award and administration of subcontracts to the fullest extent possible consistent with efficient Contract performance.

3. CONTRACT GOAL:

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- A. If the proposer is not a DBE, the proposer agrees that all DBE goals established for individual task orders shall be met by subcontractors or by joint ventures with DBEs. **The goal established for each individual task order will be a percentage of the final task order price, including amendment and modification, unless a good faith waiver is requested and approved.** The amount of DBE participation will be determined by the dollar value of the work performed and/or supplies furnished by DBE firms as compared to the total value of all work performed and/or supplies furnished under the individual task order. The Contractor shall have met this goal if the Contractor's DBE participation meets or exceeds this goal.
- B. In cases where work is added to the task order by modification such that additional DBE participation is necessary to meet this goal, the Contractor shall increase the participation of one or more firms listed on the "Schedule of DBE Participation" or submit additional DBE certified firms to meet the goal. In cases where work is deleted from the task order, the goal shall be applicable to the new Contract amount. The Contractor shall be permitted to meet the goal by revising its DBE participation, provided, however, that the revision shall not result in DBE participation that is less than the original goal.

4. DEFINITIONS:

- A. **Appendix B.** The Notice of Requirements for Disadvantaged Business Enterprise, which when attached to a solicitation, implements the DBE requirements of the Authority's DBE Program Plan in the award and administration of federally funded Authority contracts.
- B. **Certified DBE.** means a for-profit small business concern (a) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and (c) whose eligibility is evidenced by a current WMATA Certification letter, a D.C. Department of Transportation Certification letter, or a certification letter issued by the Metropolitan Washington Unified Certification Program (MWUCP).
- C. **Contractor.** One who participates, through a contract or subcontract (at any tier), in a US DOT assisted highway, transit or airport program.
- D. **DC DOT.** The District of Columbia Department of Transportation.
- F. **Good Faith Efforts.** Efforts to achieve a DBE goal or other requirements of the Authority's DBE Program Plan which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal program requirement.
- G. **Joint Venture.** An association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and shares in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
- H. **Metropolitan Washington Unified Certification Program (MWUCP).** A unified certification program mandated by 49 CFR §26.81 between two federal transit recipients (WMATA and the D.C. Department of Transportation). The agreement became effective January 2005.
- I. **Pre-certification.** A requirement under 49 CFR §26.81(c) that all certifications by the MWUCP be made final before the due date for offers on a contract on which a firm seeks to participate as a DBE.

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- J. **Race-conscious.** A measure or program that is focused specifically on assisting only DBEs, including women-owned DBEs.
- K. **Race-neutral.** A measure or program that is, or can be, used to assist all small businesses. For the purposes of the DBE program, race-neutral includes gender-neutrality.
- L. **Small Business Concern.** With respect to firms seeking to participate as DBE's in US DOT assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration implementing regulations (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).
- M. **Socially and Economically Disadvantaged Individual.** Any individual who is a citizen (or other lawfully admitted permanent resident) of the United States and who the Authority finds to be a socially and economically disadvantaged individual on a case-by-case basis, and any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged.
- (1) Black Americans, which includes persons having origins in any of the Black racial groups of Africa;
 - (2) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (3) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (4) Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the North Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (5) Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (6) Women; and
 - (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- N. **US DOT Assisted Contract.** Any contract between the Authority and a contractor (at any tier) funded in whole or in part with US DOT financial assistance, including letters of credit or loan guarantees.
- O. **Unified Certification Program (UCP).** The program mandated by 49 CFR Part 26.81(a), which requires all U. S. DOT recipients of federal financial assistance to participate in a statewide certification program by March 2002.
- P. **WMATA.** Washington Metropolitan Area Transit Authority, the transit system (rail and bus) serving the metropolitan Washington area, including parts of Virginia and Maryland.

5. HOW DBE PARTICIPATION IS COUNTED TOWARDS THE TASK ORDER GOAL:

DBE participation shall be counted towards meeting the DBE goal in accordance with the following:

- A. When a DBE participates in a task order, only the value of the work actually performed by the DBE is counted towards the DBE goal.
- (1) This amount includes the entire amount of that portion of a construction task order that is performed by the DBE's own forces. This amount includes the cost of supplies and materials obtained by the DBE for the work of the task order, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - (2) This amount includes the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the task order, towards the DBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When a DBE subcontracts part of its work under the task order to another firm, the value of the subcontract work may be counted towards the DBE goal only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.
- B. When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the task order equal to the distinct, clearly defined portion of the work of the task order that a DBE performs with its own forces towards the DBE goal may be counted.
- C. Expenditures to a DBE contractor towards the DBE goal may be counted only if the DBE is performing a commercially useful function on that task order.
- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the task order and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the task order, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Authority will consider the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the task order is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, task order, or project through which funds are passed in order to obtain the appearance of DBE participation.
 - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its task order with its own work force, or if the DBE subcontracts a greater portion of the work of a task order than would be expected on the basis of

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normal industry practice for the type of work, the Authority will presume that the DBE is not performing a commercially useful function.

D. The following factors will be used by the Authority in determining whether a DBE trucking company is performing a commercial useful function:

- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible for on a particular task order, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
- (2) The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the task order.
- (3) The DBE receives credit for the total value of the transportation services it provides on the task order using trucks it owns, insures, and operates using drivers, it employs.
- (3) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the task order.
- (5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
- (6) The lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the terms of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

E. The following factors will be used to count expenditures with DBEs for materials or supplies towards the DBE goal:

- (1) If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will be counted towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the task order and of the general character described by the task order.
- (2) If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will be counted towards the DBE goal. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described and required under the task order are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel,

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stone or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if this person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, may be counted towards the DBE goal, provided the fees are reasonable and are not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves may not be counted towards the DBE goal.

- F. All DBE firms must be pre-certified. Participation by a firm that is not currently certified as a DBE by the Authority at the time of the due date for offers on a task order, does not count towards the DBE goal. All DBE firms must be in compliance with 49 CFR, Part 26.
- G. The dollar value of work performed under the task order by a firm who has been decertified as a DBE by the MWUCP does not count towards the DBE goal.
- H. The participation of a DBE subcontractor does not count towards the Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

6. PROPOSAL REQUIREMENTS (WITH THE PROPOSAL):

The proposer shall submit the following with its proposal. Any proposer who fails to complete and return this information with its proposal shall be deemed to be not responsive and may be ineligible for task order award. Proposers that fail to meet the DBE goal above and fail to demonstrate "good faith efforts" to justify waiver of the DBE goal (see paragraph 6.C. below) shall be deemed to be not responsible and will be ineligible for Task order award.

- A. Completed "Schedule of DBE Participation" (Attachment B-1) sufficient to meet the above goal. If the proposer is a DBE firm and intends to satisfy the appropriate DBE requirement with its own firm, it must indicate in the Schedule the area of work and percentage it will perform to satisfy the goal. All proposers must attach current WMATA, DC DOT or MWUCP certification letters for each DBE listed on the Schedule.
- B. Executed "Letters of Intent to Perform as a Subcontractor/Joint Venture" (Attachment B-2). If the proposer is not a DBE or intends to satisfy the requirements through other DBE firms, then it must attach these letters from each certified DBE listed on the Schedule.
- C. Justification for grant of relief (Appendix B waiver of DBE goal). If in the submittal of its proposal, the proposer fails to meet the DBE goal above, the proposer has the burden of furnishing sufficient documentation with its proposal of its "good faith efforts" to justify a grant of relief (waiver) from the goal or portion of the goal. Such justification shall be in the form of a detailed report. The following is a list of actions which shall be considered as part of the proposer's good faith efforts to obtain DBE participation. This list is neither a mandatory checklist nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-

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proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the task order. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out task order work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the task order in a timely manner to assist them in responding to a solicitation.
- (4) (a) Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. "DBE Unavailability Certifications" (Attachment B-3) shall be completed as appropriate.
 - (b) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the task order goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the task order DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a task order with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the contractor's efforts to meet the project goal.
- (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations;

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minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

7. PROPOSAL REQUIREMENTS (APPARENT SUCCESSFUL PROPOSER):

The proposer shall submit the following items within ten (10) calendar days after notification that they are the apparent successful proposer:

- A. A copy of a current WMATA, D.C. DOT or MWUCP certification letter(s) shall be attached to the DBE Schedule of Participation to evidence DBE pre-certification.
- B. DBE Manufacturer's Affidavit, if applicable, must be submitted in order to receive 100 percent of the allowable credit for expenditures to DBE manufacturers/suppliers (Attachment B-4). By submission of this Affidavit, the proposer certifies this it is satisfied that the manufacturer meets the requirements of 49 CFR Part 26.
- C. Schedule B Information for Determining Joint Venture Eligibility, if applicable (Attachment B-5, pgs. 1, 2, 3, 4). Submittal shall be signed by all parties, dated and notarized.
- D. Copy of Joint Venture Agreement, if applicable. Submittal shall be signed by all parties, dated and notarized.
- E. Certification letter of the DBE regular dealer/supplier, if applicable. If the proposer wants to receive the maximum allowable credit of its expenditures for material(s) or supplies required under the Task order, from DBE regular dealers/suppliers, the DBE must submit a signed and notarized statement on their letterhead, that they are a regular dealer of the material(s) or supplies. By submission of this statement, the proposer certifies that it is satisfied that the subcontractor is a regular dealer/supplier that meets the requirements of 49 CFR Part 26.
- F. For Design-Build contracts, if a DBE goal is specified in Section 00872, DBE GOAL REQUIREMENTS, the proposer shall submit with its initial Price Proposal a list of DBE-certified firms that it intends to enter into subcontract agreements with for this Contract. If no goal is specified in Section 00872 of the solicitation and the proposer still intends to utilize DBEs in the performance of this Contract, the proposer shall submit with its initial Price Proposal a list of those DBE-certified firms. The documentation requirements of Section 00453 of the solicitation shall be completed and submitted at the time set forth for the submittal of Best and Final Offer (BAFO) to the Authority for any Contract in which a DBE goal is applicable or for any Contract in which there was no goal established, but the proposer identified DBE-certified firms that it intends to enter into subcontract agreements with in its initial Price Proposal. Any proposer who fails to complete and return the following information, if applicable, with their BAFO Price Proposal may be deemed to be not responsible and may be ineligible for contract award. Proposers that fail to meet the DBE goal, if any, specified in Section 00872 and fail to demonstrate a good faith effort and to justify waiver of the DBE goal may be deemed to be not responsible and may be ineligible for contract award.

8. CONTRACT ADMINISTRATION REQUIREMENTS:

The following requirements apply after contract award:

- A. The Contractor shall include the following provision in the General Provisions of each subcontract it awards in support of the DBE goal:

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“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the Buyer deems appropriate.”

- B. (1) The Contractor shall monitor the performance of, collect and report data on DBE participation to the WMATA’s DBE office on the attached “Prompt Payment Report-Prime Contractor’s Report” (Attachment B-6) which shall be submitted monthly with each payment request. Failure to submit these reports may result in suspension of contract payments. The Contractor shall certify with each payment request that payment has been or will be made to all subcontractors due payment, within ten (10) days after receipt of payment from the Authority for work by that subcontractor. The Contractor shall inform the COR or COTR, with their payment request, of any situation in which scheduled subcontractor payments have not been made and the reason therefore.
- (2) The Contractor shall require each sub-contractor to complete and forward to the DBE Liaison Officer on a monthly basis a “Prompt Payment Report-Subcontractor’s Report” (Attachment B-7). The sub-contractor shall certify that payment has been received.
- C. The Contractor shall have a continuing obligation to maintain a schedule for participation by DBE contractor(s) to meet its goal set forth above in this Appendix. The Contractor shall not have work performed nor the materials or supplies furnished by any individual or firm other than those named in the “Schedule of DBE Participation.” If at any time, the Contractor believes or has reason to believe that it needs to obtain a substitute for a DBE contractor named in the “Schedule of DBE Participation”, the Contractor shall, within ten (10) days, notify the contracting officer and the DBE office of that fact in writing. Situations which may warrant substitution for a DBE firm include, but are not limited to the following:
- (1) Evidence of change in ownership or circumstances regarding the firm’s status as a DBE.
 - (2) Death or physical disability, if the named subcontractor or DBE partner of the joint venture is an individual.
 - (3) Dissolution, if a corporation or partnership.
 - (4) Bankruptcy of the subcontractor, subject to applicable bankruptcy law, and only instances where the bankruptcy affects the Contractor’s ability to perform.
 - (5) Inability to furnish a reasonable performance or payment bond, if required.
 - (6) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
 - (7) Failure or inability to comply with a requirement of law applicable to contractors and subcontractors on a construction, alteration or repair project.
 - (8) Failure or refusal to execute the subcontract in accordance with the terms of an offer submitted to the Contractor prior to the Contractor’s submission of its proposal, but only where the contracting officer or other delegated authority’s

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representative can ascertain with reasonable certainty the terms of such offer. In the absence of any other factors, such a failure or refusal will be considered an unusual situation only if the proposer obtained, prior to proposing, an enforcement commitment from the subcontractor involved.

- (9) Failure to comply with the terms and conditions of this Contract or those of its subcontract or joint venture agreement.

Within 30 days thereafter, the Contractor shall, if necessary to achieve the Appendix B goal, make every reasonable effort to subcontract the same or other work equivalent in value to other certified DBE firms. The Contractor must have the prior written approval of the contracting officer and the DBE office before substitution for a DBE subcontractor, regardless of the reason for substitution. Failure to obtain Authority approval could result in the Authority declaring the Contractor ineligible to receive further Authority contracts for three years from the date of the finding.

- D. The contractor shall forward copies of all subcontracts to the DBE office at the time of their execution.
- E. If the contracting officer or other delegated authority's representative determines that the Contractor has failed to comply with this Appendix B, he/she will notify the Contractor of such non-compliance and the action to be taken. The Contractor shall, after receipt of such notice, take corrective action. If the Contractor fails or refuses to comply promptly, the contracting officer or other delegated authority's representative may issue a "stop work order" stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. When the Authority proceeds with such formal actions, it has the burden of proving that the Contractor has not met the requirements of this Appendix, but the Contractor's failure to meet its Appendix B goal shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this Appendix. Where the Contractor, after exhausting all its administrative and legal remedies and procedures is found to have failed to exert a "good faith effort" to involve DBE's in the work as herein provided, the Authority may declare the Contractor ineligible to receive further Authority contracts for three years from the date of the finding.
- F. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the Authority which are necessary to determine the extent of the Contractor's compliance with this Appendix.
- G. The Contractor shall keep records and documents for two years following performance of this Contract to indicate compliance with this Appendix. These records and documents, or copies thereof, shall be made available at reasonable times and places for inspection by any authorized representative of the Authority and will be submitted upon request together with any other compliance information which such representative may require.
- H. If the Authority, the FTA or the US DOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements regarding the DBE Program, the matter shall be referred to the WMATA's DBE office.
- I. Failure by the Contractor to carry out the requirements of this Appendix is a material breach of this Contract, which may result in the termination of this Contract under the Default provision of this Contract or such other remedy as the Authority deems appropriate.

8. Book 2, Section 01111 has been changed to the following:

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SECTION 01111

CONTRACTOR KEY STAFF

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies key staff that forms the Contractor's team and identifies their basic functions.

1.2 REFERENCES

- A. Registrar Accreditation Board of the American Society for Quality (RABASQ)
- B. Occupational Safety and Health Association (OSHA)
 - 1. Construction Safety Training
 - 2. First Aid/CPR/Blood Borne Pathogens Training

1.3 SUBMITTALS

- A. Submit the following with technical proposal or as noted in accordance with Section 01330, SUBMITTAL PROCEDURES:
 - 1. Evidence of qualifications and experience of Key Staff to include references from last three employers
 - 2. Foreman: Evidence of attainment of the position of Foreman for each Foreman assigned to a Task within 10 days of assignment of each Task.

1.4 CONTRACTOR

- A. The Contractor shall be responsible for constructing the Project and for furnishing the services of Subcontractors and vendors, to perform all manufacture, fabrication, installation, and construction to complete the Project in accordance with the Contract Drawings and Contract Specifications issued for each Task, all applicable jurisdictional codes and regulations, the approved Quality Management System; the approved Safety Plan; and environmental and other applicable requirements to achieve Acceptance in accordance with the approved Project Schedule. The Contractor shall obtain jurisdictional approvals and permits, and Utility approvals.
- B. 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.
- C. All Key Staff shall be full time staff during the times that tasks are assigned and being executed by the Contractor.
- D. Contracting Officer Representative reserves the right reject any Key Staff that do not meet the required qualifications.
- E. Individuals holding these key staff positions shall not be changed without written Authority approval for substitutions of key staff.

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- F. 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.
- G. Key Contractor Staff
1. Project Manager
 - a. Shall have a minimum of 5 years experience in mechanical 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.
 - b. Responsible for managing all facets of the Project and has overall responsibility for its successful and timely completion. 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 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.
 - c.
 2. Construction General Superintendent
 - a. Shall have a minimum of 10 years experience in mechanical equipment installation, associated work as described in Section 01110, SUMMARY OF WORK, 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 and financial magnitude.
 - b. Responsible for oversight of day-to-day demolition, equipment installation, testing, and commissioning at each Site.
 - c. Responsibilities include but are not limited to supervising construction activity, overseeing coordination between Subcontractors, coordinating with Quality Manager and Safety Manager in the implementation of Project Quality and Safety plans, and ensuring that construction is based on current Shop Drawings and Working Drawings. The Construction General Superintendent is also responsible for maintaining as-built documentation.
 3. Quality Manager
 - a. Shall be trained as a Lead Auditor in a Registrar Accreditation Board of the American Society for Quality (RABASQ) 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.
 - b. Reports to one or more levels of management above the Contractor's Project Manager.
 - c. Responsible for the Quality Assurance (QA) and Quality Control (QC) for the Project and shall be fully familiar with the Federal Transit Agency's (FTA) Quality requirements.
 - d. Shall be a staff member of the Contractor and shall establish, implement, and maintain the

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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.

- e. The Quality Manager may be approved as the Safety and Security Certification Manager as defined in Section 01115, SAFETY AND SECURITY CERTIFICATION.

4. Safety Superintendent

- a. 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 and First Aid/CPR/Blood Borne Pathogens Training. Shall be a Certified Safety Professional (CSP).
- b. Responsible for development of a construction safety plan.
- c. Shall be a member of the Contractor and devoted 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.
- d. Shall have specialized training and experience in construction safety supervision and have a thorough knowledge of all OSHA regulations. The Safety Superintendent shall have the ability to develop and conduct safety-training courses. The Safety Superintendent shall be familiar with industrial hygiene equipment and testing as required for the protection of all personnel and the public.

5. Foreman/Foremen

- a. Shall have a minimum of 5 years experience working with mechanical systems and associated work as described in Section 01110, SUMMARY OF WORK, and 2 years with oversight of a crew of no less than six.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

- 9. Book 2, Section 01115 has been changed to the following:

SECTION 01115

SAFETY AND SECURITY CERTIFICATION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the process used to certify that the WMATA system complies with the specified safety and security requirements.

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1.2 REFERENCES

- A. Federal Transit Administration
 - 1. Handbook of Transit Safety and Security Certification
 - 2. Guideline 5800.1 - Safety and Security Management Guide for Major Capital Projects
- B. Transportation Safety Institute
- C. WMATA Safety and Security Certification Program Plan

1.3 JOB CONDITIONS

- A. A Sample Certifiable Items List (CIL) is provided as an attachment to Book 2. It serves as an example of the CIL that shall be completed by the Contractor for each task throughout the Period of Performance of this Contract. The design related entries in the CIL will be completed by the Authority and will be provided to the Contractor with each task.

1.4 SUBMITTALS

- A. Submit the following documents for approval in accordance with Section 01330, SUBMITTAL PROCEDURES:
 - 1. Safety and Security Certification Plan (SSCP) within 60 Days of NTP.
 - 2. Updated CIL for construction and testing every 60 Days for the duration of each assigned task.
 - 3. If design changes are proposed by the Contractor, updated CIL submitted with each Contractor proposed design change.
 - 4. Final CIL for construction and testing and Certification Report in accordance with FTA Guideline 5800.1, Safety and Security Management Guidance for Major Capital Projects.
 - 5. If design changes are proposed by Contractor, updated Hazard and Vulnerability Resolution and Tracking System submitted with each Contractor proposed design change.
 - 6. If design changes are proposed by Contractor, Preliminary Hazard Analysis and Threat Vulnerability Assessment submitted with each Contractor proposed design change.

1.5 QUALITY

- A. Contractor's Certification Program Representative shall have, within the last 3 years, completed a recognized certification training course provided by Federal Transportation Administration (FTA), Transportation Safety Institute (TSI), or other recognized Safety and Security Certification Training Agency.

1.6 GENERAL

- A. The purpose of the Safety and Security Certification program is to ensure that:
 - 1. The design, construction, fabrication, installation, testing, and commissioning of all safety critical facility and system elements have been evaluated for compliance with the safety and security requirements, including applicable codes and standards, and to verify their readiness for operational use.
 - 2. WMATA's rail and bus facilities and systems are operationally safe and secure for customers,

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employees, and the public.

- B. The objective is to achieve an acceptable level of safety and security risk through a systematic approach to safety hazard and security vulnerability management through adherence with the design criteria, compliance with technical specifications, and testing verification.

1.7 SECURITY AND SAFETY CERTIFICATION PROCESS

- A. Participate in the WMATA Safety and Security Certification Program Plan for the duration of the Contract as follows:
1. Contractor's Certification Program Representative shall manage and oversee compliance with the WMATA Safety and Security Certification Program Plan requirements.
 2. Participate in working groups with Authority Safety, Security, and Project Staff to maintain the CIL and the certification status of the items on the Certifiable Items List.
 3. Authority will identify certifiable items and Contractor shall complete development of the Authority provided sample CIL to address all Contract specific items requiring safety and security certification based on the Contractor's construction and testing plan, and input from the working group
 4. Identify the safety and security criteria, technical specifications, and testing requirements, including applicable codes and standards, for each certifiable item on the CIL for each certifiable item on the CIL that resulted from a Contractor proposed design change.
 5. Demonstrate that the design complies with the identified safety and security requirements for those items on the CIL that resulted from a Contractor proposed design change.
 6. Demonstrate that the construction, fabrication, and installation comply with the safety and security requirements for those items on the CIL.
 7. Demonstrate through testing the compliance with the safety and security requirements for those items on the CIL.
 8. If changes are proposed to the design, identify and categorize project hazards by their potential severity and probability of occurrence. Analyze each hazard for its potential impact to the Project.
 9. If changes are proposed to the design, evaluate the project for susceptibility to potential threats and identify design corrective actions that can reduce or mitigate the risk of serious consequences from a security incident. Analyze each identified threat for its potential impact to the project.
 10. Provide and update a tracking system for all hazards and threat vulnerabilities identified as a result of Contractor proposed design changes.
 11. Maintain a document management system within the Authority's Project Management Software System (PMSS) that enables the retrieval of verification documentation that demonstrates compliance with the safety and security requirements in construction, fabrication, installation, and testing for each item in the CIL. Verification documentation may consist of drawings, reports, fabrication approvals, inspection, test results, certificates, or other supporting documents.
 12. Complete the construction/installation, and testing sections of the CIL as compliance is achieved and provide the required CIL verification documentation to WMATA as the construction and testing progresses.
 13. Prepare construction and testing component of the Certification Report and include design

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component if design changes were proposed by the Contractor and Approved by the Authority.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CERTIFICATION PROGRAM REPRESENTATIVE

- A. Appoint a Certification Program Representative with the qualifications noted in this Section to lead and coordinate the certification process.

3.2 SAFETY AND CERTIFICATION PROGRAM WORKSHOPS

- A. Conduct Safety and Security workshops on a monthly basis for the duration of the Contract.

3.3 CIL AND FINAL REPORT

- A. Prepare, update and complete CIL throughout the Period of Performance of the Contract and prepare final CIL and Certification Report prior to Acceptance of the Project.

END OF SECTION

10. Book 2, Section 01330 has been changed to the following:

**1 SECTION 01330 SUBMITTAL
PROCEDURES**

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies the general requirements and procedures for preparing and submitting design and construction documents to the Authority and Jurisdictional Authorities for approval or for information. The submittals shall consist of, but not be limited to design drawings, computations, and specifications; Shop Drawings; Working Drawings; product data; samples; documents, letters, certifications and reports; permit applications and Jurisdictional Authority approval documents; and other submittals.

1.2 DEFINITIONS

- A. Schedule of Required Submittals: A compendium of all required design and construction related submittals identified throughout the Contract Documents.
- B. Contract Document Submittal Log: A document indicating the status of all Required Submittals listed in the Schedule of Required Submittals.

1.3 SUBMITTAL SCHEDULE

- A. Provide a preliminary Schedule of Required Submittals, as described in Section 00720, SUBMITTALS, within 14 Days after the assignment of each task for the Authority's review. The preliminary Schedule of Required Submittals shall be updated through discussions with the Authority during weekly progress meetings or through special meetings subsequent to initial Authority approval.
- B. Submit a Contract Document Submittal Log, as described in Section 00720, SUBMITTALS, within 30 Days after the assignment of each task. The Contract Document Submittal Log, created in MS Excel

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or MS Access, shall consist of all submittals required by the Contract Documents. Populate the Contract Document Submittal Log with submittal data as the design and construction progresses. The Contract Document Submittal Log shall list all versions of a submittal, however only one version of a submittal may be in effect at any one time.

- C. Submit a final Schedule of Required Submittals within 30 Days after the assignment of each task.
- D. Submittals made shall be arranged and maintained in a tabular format by specification Section as well as in chronological order by the dates required for construction. The log shall include:
 - 1. Scheduled date for initial Submittal, review, and “need” date for acceptance in order to fabricate and install, corresponding to the Project Schedule activity.
 - 2. Contract number, specification Section number and title
 - 3. Name of Subcontractor
 - 4. Type of Submittal (Shop Drawings, product data, samples, or other), description of the item, name of manufacturer, trade name, and model number
 - 5. Highlight submittals that are on the critical path and require expedited review to meet the schedule. Indicate lead time to the date of fabrication and installation.
 - 6. State if submitted for approval or information.
 - 7. If a Submittal is a safety critical item based on the approved Certifiable Items List (CIL), include the “Item” number and “Section” (paragraph) number, as shown on the Certifiable Items List.
 - 8. Re-submittals: Reason for change
 - 9. Tested/Inspected By: Identify the entity performing the test
- E. The Contract Document Submittal Log shall be updated and submitted on a monthly basis.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Submit one electronic copy in the format specified, unless noted otherwise, through the Authority's Project Management Software System (PMSS). The Contracting Officer's Representative will return one electronic copy through the PMSS.
- B. Allow 21 Days for review of submissions and resubmissions.
- C. The Contracting Officer's Representative will discard submittals received from sources other than the Contractor.
- D. Prepare separate submittals for each item in a specification Section. Group them in the order listed, paragraph by paragraph, and package them together.
- E. Transmit submittals of related parts of the Work concurrently such that processing will not be delayed for coordination. Incomplete submittals will be returned to the Contractor with no action taken by the Authority.
- F. Place a permanent label or title block on each submittal item for identification.
 - 1. Indicate Project name and Contract number, the date of submission, reference to the specification Section article, and drawing number and detail to which the submittal applies.
 - 2. Indicate name of firm or entity that prepared each submittal.

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3. Provide a blank space approximately 5 by 5 inches, in the lower right corner of each drawing just above the title block, to record the Contractor's review and approval markings and action taken by the Contracting Officer Representative.
- G. All submittals shall be accompanied with a transmittal form containing the following minimum information.
1. Project name and Contract number, the date of submission, Subcontractor, Supplier, manufacturer name, and submittal number
 2. Submittal purpose and description
 3. Reference to the specification Section, drawing number, and title
 4. Reference applicable standards, such as ASTM or Federal Specification numbers
 5. Location(s) where product is to be installed, as appropriate
 6. Identification of deviations from the Contract Documents
 7. Notation that Submittal is a safety critical item, if identified on the "Certifiable Items List"

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1.5 MEETING MINUTES

- A. Prepare meeting minutes that are the responsibility of the Contractor immediately after each meeting. Submit draft copy to Contracting Officer Representative for review within 5 Days in MS Word format.
- B. Submit final meeting minutes in Adobe (.PDF) format 3 Days after receipt of Authority review.

1.6 SHOP DRAWINGS

A. General:

- 1. Submit Shop Drawings in AutoCAD and Adobe (.PDF) formats. Contractor may submit Shop Drawings for equipment and materials previously approved by the Authority as long as the Shop Drawings meet the requirements of these Contract Documents. Authority will return such submittals within 7 Days of receipt as long as submittals are clearly marked as having been previously approved by the Authority and the other requirements of this paragraph are met. Shop Drawings shall indicate all pertinent features of the products and the method of fabrication, connection, erection, or assembly with respect to the Work.
- 2. The first drawings submitted by Contractor, Subcontractor, or vendor will be reviewed for conformance with this Section. Once accepted, use the drawing format as a standard for subsequent drawings.

B. Dimensioning: Follow applicable dimensioning and tolerance practices as specified in ANSI/ASME Y14.5.

- 1. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- 2. Provide sufficient dimensions on drawings so that size, shape, and location may be determined without calculation.
- 3. Show each dimension clearly so that only one interpretation is possible. Show each dimension for a feature once.
- 4. Text must be legible on 11 by 17-inch prints.
- 5. Include on the Shop Drawings details necessary for the installation, maintenance, and repair of all equipment provided.

1.7 WORKING DRAWINGS

A. Submit Working Drawings in AutoCAD and Adobe (.PDF) formats.

B. Working Drawings indicate the Contractor's plan for temporary structures that will not become part of the completed Project such as decking, temporary bulkheads, support of excavation, support of utilities, groundwater control systems, and forming and falsework for underpinning; and for such other work as may be required for construction.

C. Working Drawings and calculations shall be signed and sealed by a professional engineer registered in the jurisdiction where the work will be performed and shall convey, or be accompanied by information sufficient to completely explain the structure, machine, or system described and its intended manner of use.

1.8 PRODUCT DATA

A. Submit product data in Adobe (.PDF) format.

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- B. If information must be specially prepared for a submittal because standard published data is not suitable for use, submit as Shop Drawings, not as product data.
- C. Modify manufacturers' standard drawings, catalog cuts, brochures, diagrams, schedules, performance charts, illustrations, calculations, printed installation, erection, application, and placing instructions, and other descriptive data to delete information that is not applicable to the Contract. Indicate dimensions, clearances, performance characteristics, capacities, wiring and piping diagrams, and controls. Supplement standard information with additional information applicable to this Contract.
- D. Submit product data concurrent with samples.

1.9 SAMPLES

- A. Submit samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittals and actual components as delivered and installed.
- B. Maintain sets of accepted samples at the Site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine conformance of construction associated with each set.
 - 1. Samples that may be incorporated into the Work are indicated in individual specification Sections. Samples not incorporated into the Work, or otherwise designated as the Authority's property, are the property of Contractor.
- C. Samples for Verification: Submit full-size units or samples of a size indicated, physically identical with material or the product proposed for use and that shows a full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- D. Number of Samples: Submit five sets of Samples. The Contracting Officer Representative will retain three Sample sets; the remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
 - 1. Submit a single sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
- E. If variations in color, pattern, texture, or other characteristics are inherent in the material or product represented by a sample, submit at least three sets of paired units that show approximate limits of variations.

1.10 CERTIFICATES AND CERTIFICATIONS

- A. Submit original certificates and certifications in MS Word and Adobe (.PDF) formats.
- B. Provide certificates and certifications that demonstrate proof of compliance with Contract specification requirements for products, materials, equipment, and systems.
- C. Authority Approval of a certification shall not be construed as relieving the Contractor from furnishing products that meet the specified design intent.

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1.11 REPORTS

- A. Submit original reports, signed and sealed by a professional engineer in the jurisdiction that the Work is to be constructed, and any related drawings in MS Word, AutoCAD and Adobe (.PDF) formats.
- B. Provide reports that demonstrate proof of compliance with Contract specification requirements. The reports include manufactured products, materials, research, equipment, systems, and test reporting in the field or laboratory.
- C. Authority Approval of submitted reports shall not be construed as relieving the Contractor from furnishing products that meet the specified design intent.

1.12 DATA

- A. Submit data and any related drawings in MS Word, AutoCAD and PDF formats.
- B. Provide written and graphic information including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations that demonstrate proof of compliance with Contract specification requirements. Provide the name and version of software used for calculations.
- C. Authority Approval of submitted data shall not be construed as relieving the Contractor from furnishing products that meet the specified design intent.

1.13 CONSTRUCTION PHOTOGRAPHS

- A. All still photographic documentation of the Work shall be provided by the Contractor in digital format.
- B. For detailed submittal procedures see Section 01321, CONSTRUCTION PHOTOGRAPHS.

1.14 AS-BUILT DOCUMENTS

- A. Maintain a record set of drawings and specifications that reflect as-built conditions and that are annotated to show all changes incorporated as Work progresses.
- B. As-built drawings for work that requires design by the Contractor shall be prepared by a Professional Engineer registered in the worksite jurisdiction.
- C. Submit As-Built Drawings in AutoCAD and bookmarked-by-discipline Adobe (.PDF) formats that can be plotted either as full-size or half-size drawings that are scalable.
- D. Submit approved As-Built Documents for the completed Work as specified in Section 01775, CLOSEOUT, as elements of the Work are completed and before the scheduled date of Substantial Completion.

1.15 CONTRACTOR'S REVIEW

- A. Review each submittal, including all those provided by Subcontractors and Suppliers of any tier, check for coordination with other Work and for compliance with the Contract Documents. Note inconsistencies with Contract Documents. Submittals shall bear the Contractor's approval stamp and initials of the reviewer before submitting to the Authority.
- B. Each submittal transmittal form shall be signed by the Contractor with a statement, "Having checked this submission, we certify that it conforms to the requirements of the Contract in all respects, except as otherwise indicated".

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- C. Do not start work where submittals are required until submittal review is completed by the Authority and Approval, if required, has been received.
- D. Identify approval methods of the various jurisdictional authorities and obtain their approvals as required.

1.16 AUTHORITY'S REVIEW

- A. The Contracting Officer Representative shall receive construction submittals from the Contractor and will distribute them within the Authority for review.
 - 1. Shop Drawings, samples, and other submission reviews by the Authority will not include checking of dimensions for potential conflicts.
 - 2. Approval by the Authority of a specific item will not indicate Approval of an assembly of which the item is a component.
 - 3. Incomplete submittals will be returned for resubmission without review.
- B. Submittals that are reviewed by the Authority will be returned to the Contractor with one of the following approval codes:
 - 1. Code 1: Approved Without Condition or Comment.
 - 2. Code 2: Approved As Noted, Resubmittal Not Required. The Contractor shall comply with changes, conditions, or comments on the submittal.
 - 3. Code 3: Disapproved. The entire submittal is disapproved and shall be resubmitted.

1.17 RESUBMISSIONS, DISTRIBUTION, AND USE

- A. Make resubmissions in same form and number of copies as initial submittal. Note the date and content of previous submittal. Clearly indicate extent of revision.
- B. Furnish copies of final submittals to manufacturers, Subcontractors, Suppliers, fabricators, installers, Jurisdictional Authorities, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- C. Retain complete copies of submittals on Site.

1.18 RFI ADMINISTRATIVE REQUIREMENTS

- A. Submit one electronic copy on the RFI form provided by the Authority, through the Authority's Project Management Software System (PMSS). The Contracting Officer's Representative will return one electronic copy through the PMSS.
- B. Allow 7 Days for the review of each RFI.
- C. The Contracting Officer's Representative will discard RFIs received from sources other than the Contractor.
- D. All submittals shall be accompanied with a transmittal form containing the following minimum information.
 - 1. Project name and Contract number, the date of submission, and RFI number
 - 2. Clear statement of the question to be addressed by the Authority

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3. Reference to the specification Section, drawing number, and title that is the subject of the RFI

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

All other terms and conditions remain the same.

END OF AMENDMENT