



**WMATA contemplates issuing RFP No.:** FQ15093/GG

**RFP Title:** Rehabilitation of Red Line Metro Rail System from Friendship Heights Crossover to Grosvenor-Strathmore Station

**ADVANCE NOTICE TO PROPOSERS**

**Note: All dates and plans are tentative. The RFP will have the actual information.**

**Please do not contact WMATA, wait for official publication.**

**Solicitation Availability:** On or about March 31, 2015 Rev 1

**Pre-Proposal Conference:** On or about April 27-28, 2015 Rev 1

**Proposal Due Date:** On or about June 3, 2015 Rev 1

**Project Description:** **Rehabilitation of Red Line Metro Rail System from Friendship Heights Crossover to Grosvenor-Strathmore Station**

**Description of Work**

The Design-Builder shall furnish all labor, materials, equipment, rail equipment and operators, storage, staging, permits, transportation, incidentals, design work, and other items necessary to satisfactorily complete the project as required by the Contract documents. The seven primary Work elements of this project are generally described herein:

2.1.1: Red Line Tunnel Rehabilitation from Friendship Heights Crossover to Grosvenor-Strathmore Station: The tunnel rehabilitation work is located generally between the Friendship Heights Crossover and the portal beyond the Medical Center Station. The tunnel rehabilitation work includes an approximate double track length of 20,200 feet. The rehabilitation work includes power washing, the repair of existing concrete, and cutting drainage notches in the concrete plinth that supports the track. The electrical work includes replacement of existing tunnel light fixtures and associated power supply wiring, removal and replacement of existing Emergency Trip Stations (ETs) and associated blue lights, replacement of blue light power supply wiring, providing a new dedicated emergency circuit for all blue lights that currently share a circuit with tunnel lights powered from an uninterruptable power source, replacement of ETS control wiring and relay panels located in TPSSs and TBSs, removal and replacement of existing load centers and receptacles along with associated main and branch feeder wiring, replacement of deteriorated cable supports, and cleaning cables of calcification build-up. Electrical and communications systems, infrastructure and components are to be protected as needed throughout the power washing and all work activities associated with each work element. The mechanical work includes furnishing and installing manhole grates and drain inlets where indicated and cleaning and proofing the drainage system at the conclusion of work.

The Medical Center Station and Station Passageway work includes removal and replacement of the existing metal pan ceiling system and ceiling support in its entirety, relocation of existing ceiling



mounted speakers, removal and replacement of ceiling recessed lighting fixtures, and removal and replacement of branch circuit wiring except where homerun wiring may be reused. Temporarily remove CCTV cameras, speakers, and miscellaneous electrical devices and reinstall and reconnect them after ceiling work is complete. Reroute existing exposed wiring, electrical devices and boxes in the passageway as indicated. The work includes power washing exposed ceiling surfaces, and crack repair and coating application where indicated in the drawings.

2.1.2: Medical Center Crossover Waterproofing: Provide approximately 200 foot long precast concrete starter walls and umbrella arch, and associated waterproofing and drainage systems inside the Medical Center Crossover cavern. Additional elements that are necessary to install the precast umbrella and waterproofing system include and are not limited to: demolition, overhead safety line and trolley, cast-in-place concrete and reinforcing, anchor bolts, grouting, rock anchor system, fire line relocation, electrical cable relocation and replacement, and tunnel lighting replacement. This work will require the fabrication and Authority certification of custom rail equipment for precast concrete panel transport and erection inside the crossover cavern. Construction of a mockup precast concrete starter walls and umbrella arch structure is required. Provide Maintenance of Traffic plans, permits and approvals by all applicable jurisdictional entities for loading and staging areas.

2.1.3: Grosvenor Aerial Structure Retrofit: Add post-tensioned concrete hammerhead pier caps to 20 aerial structure piers, transfer aerial structure load to hammerheads through grouted connection, and replace deck expansion joints. Provide Maintenance of Traffic plans, permits and approvals by all applicable jurisdictional entities for completion of the work. Install and remove falsework for hammerhead construction which may require additional measures to achieve adequate bearing on soil. Pier locations may have access challenges in the area in which this work is to occur. Remove portions of existing PVC drain lines at each pier between underside of deck and top of concrete pier column. Install new 4-inch PVC drain line on the exterior of the piers and hammerheads. Design jacking system to raise steel box girders at four locations and replace damaged neoprene bearings as noted with spherical bearings. Seal abutment stem with epoxy as noted. Clear and grub site as needed and restore site to original condition.

2.1.4: Grosvenor-Strathmore Station Platform Rehabilitation: Remove and reconstruct both sides of 600 foot long concrete platform slab 1'-6" from the platform edge on both sides of this center platform station. Install temporary platform support structure for active work areas. Prior to commencing construction activities, Design-Builder shall perform a detailed survey and measurement of all features in the station that will affect the rehabilitation of the platform edge slabs. Barricades, warning signs, and dust/debris screens shall be erected as necessary to protect passengers at all times during active construction. The work includes replacement/relocation of existing electrical and communication conduit and cables suspended under platform overhangs to be removed. Protect remaining conduits and cables during the work. Replace existing platform edge flashing lights, including associated wiring and platform embedded conduit. Replace associated existing flasher/dimmer control panels located in both AC switchboard rooms. Disconnect and reconnect platform mounted equipment that will be temporarily removed during platform work, including pylons, wind shelters and associated dioramas. Replace existing globes and lamps at all globe lighting fixtures. Mechanical work includes replacing the under platform fire standpipe, canopy drain lines, and associated components and supports. Architectural finishes include new granite edges to replace damaged or unsalvageable elements where indicated, and install new truncated dome precast pavers. Remove existing quarry tile pavers and topping slab for entire platform and replace with setting bed and precast concrete pavers. Remove and reinstall



station furniture and pylons as needed to accomplish installation of new pavers. Install expansion joints, sealants, joint filler, waterproof membrane and other miscellaneous elements. Set new glass lenses in the granite edges.

2.1.5 Grosvenor-Strathmore Station Platform Canopy and Mezzanine Roof Retrofit Design-Build: Design and build platform canopy and mezzanine roof retrofit and associated drainage elements. Platform canopy work includes installation of new roof system which redirects drainage from the existing platform columns to the outer edge of the canopy. The Authority will provide a design concept and Design-Builder shall design the platform canopy restoration in conformance with the added weight analysis provided by Authority. The work will include removal of all existing roof membranes, sealing of concrete canopy cracks, and addition of a lightweight material protection layer and roofing not to exceed 5 psf on the existing structure. Modification and elevating of existing skylight with curb to accept roofing system. Mezzanine roof restoration work includes removal of all existing roof membranes, application of a new single membrane roof, and drainage improvements.

2.1.6 Option 1: Bethesda Station South Mezzanine Design-Build: Provide complete design for a new south mezzanine at Bethesda Station to accommodate the connection of the Purple Line based on Authority furnished conceptual design, specification, scope of work, and WMATA Manual of Design Criteria and Program Requirements.

The Phase 1 Build as part of Option 1 includes all elements of the new mezzanine that will require Revenue Service Adjustment (RSA) track shutdowns during construction. Elements such as structural foundations, partial demolition to existing platform, existing platform foundation, passageway interface and all temporary falsework and formwork systems, steel columns, beams and connections, structural slab, station arch precast panel removal, cast-in-place concrete and precast concrete elements, expansion joints and sealing work, plenum and mechanical duct work, fireproofing, metal pan ceiling system and ceiling support structure, new ceiling lighting fixtures and other ducts, raceways, conduits and other work as required by the contract documents.

2.1.7 Option 2: Bethesda Station South Mezzanine - Phase 2 Build: Construct all remaining mezzanine elements not constructed in Option 1 which includes elements such as architectural finishes, flooring, mechanical systems, pylons and ducts, electrical rough-in and trim, fare collection, kiosk and associated components, communications and network, stairs, elevators and escalators, mezzanine lighting, and rough-ins for future tie-ins of mezzanine access passageway.

General: The majority of materials and equipment needed to perform the work described above for 2.1.1 through 2.1.7 must be transported using rail-mounted equipment. Only limited windows of time will be made available for this. All transport must be coordinated with the Contracting Officer Representative and be made in accordance with the procedures published by the Authority. All vehicles used for transport on the rail system are subject to Authority approval and must comply with the clearance, wheel loading, braking, and total weight restrictions as published by the Authority.

During permitted work periods, one track or both tracks may be removed from passenger service and will be available for use by Design-Builder's equipment and forces. The track shut-down area may include stations, tunnels and/or aerial structure sections where the work area is located. Rail-mounted equipment may be permitted to occupy these portions of the track, including movements between stations, during these track outages. Passenger service may continue on the opposite



track in some cases. Twelve weekend shutdowns (both tracks) and six weekend single tracking events (one track) in the work area will be granted to Design-Builder to complete this work. Design-Builder shall work simultaneously on all scope of work items for parts 2.1.1 through 2.1.6 to be completed in their entirety during the twelve weekend shutdowns and six weekend single tracking events with minimum work to be performed during non-revenue hours. Design-Builder is to plan and coordinate activities accordingly to accomplish this Work to completion within the quantity of RSA events provided by the Authority.

At the end of each allowable work period, the stations and tracks will be restored to normal service. The work areas shall be left in a condition to permit such operation with no impact on the safety of passengers or the safe and continuous operation of trains. The period of performance for this project (2.1.1 through 2.1.6) is anticipated to be 2 years. If 2.1.7 Option 2 is exercised, then the period of performance will be extended.

Base	Work Element	Locations	Descriptions
FQ15093 Rehabilitation of Red Line Metro Rail System from Friendship Heights Crossover to Grosvenor- Strathmore Station	2.1.1 Tunnel Rehabilitation from Friendship Heights crossover to Grosvenor Station	Friendship Heights Crossover to Grosvenor-Strathmore Station.	Structural, Architectural, Civil, Waterproofing, Power Washing, Drainage, Mechanical, Electrical, ETS, Lighting, Communications
	2.1.2 Medical Center Crossover Waterproofing	STA 441+15 to 443+17	Furnish and install precast concrete starter wall & umbrella arch panels, waterproofing and drainage systems. Custom rail equipment for precast panel installation. Cabling and lighting. MOT for portal access from roadway.
	2.1.3 Grosvenor Aerial Structure Retrofit	STA 516+20 O.B. & 516+34 I.B to 546+00 O.B. & 545+99.39 I.B.	MOT, Sitework, Falsework, Structural, Jacking & Shoring, Drainage, Waterproofing & sealing.
	2.1.4 Grosvenor-Strathmore Station Platform Rehabilitation	Grosvenor-Strathmore Station	Structural, Architectural, Mechanical, Drainage, Temporary facilities and Temporary protective measures.
	2.1.5 Grosvenor-Strathmore Station Canopy and Mezzanine Roof Retrofit Design-Build	Grosvenor-Strathmore Station	Design and build new roofing and associated drainage elements.
	2.1.6 Option 1: Bethesda Station South Mezzanine Design-Build	Bethesda Station	Design south mezzanine at Bethesda Station. Construction of mezzanine elements which will require Revenue Service Adjustment (RSA) track shutdowns.
	2.1.7 Option 2: Bethesda Station South Mezzanine Phase 2 Build	Bethesda Station	Construction of all of the remaining mezzanine elements that were not constructed in Option 1.



**Estimated Cost Range:** \$30,000,000 - \$60,000,000

**Proposals Due:** On or about June 3, 2015 and shall be delivered to WMATA, Office of Procurement and Materials, Room 3C-02, 600 Fifth Street, NW, Washington, DC 20001.

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**Pre-Proposal Conference, On or about April 27-28, 2015** at WMATA, Jackson Graham Building, Lobby Level Meeting Room, 600 5<sup>th</sup> Street, NW, Washington, D.C., 20001. WMATA will provide a presentation including the solicitation issues and technical requirements. The video of the tunnel will be demonstrated and will not be publicized due to security reasons.

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WMATA will have representatives of our procurement, insurance, DBE, Safety, Quality and Infrastructure Renewal in attendance. WMATA certified DBE's are strongly encouraged to attend.

All attendees must provide a WMATA Contractor ID or a government issued identification for entry into the Jackson Graham Building (cameras, cell phones, computers and other mobile devices are permitted). **Individuals that plan to attend the meeting are requested, but not required, to send an email to [ggufanova@wmata.com](mailto:ggufanova@wmata.com) , 48 hours in advance, with their name, title, company name, mailing address, telephone, and email for each attendee.** Attendees should arrive early in order to clear security and/or receive temporary badges.

Below are the tentative Site Visit dates and time: WMATA will conduct a site visit over a two (2) day period at:

- the three (3) Stations within the work limits of this Project,
- the "Area Near Portal" which is a flat unpaved area located at the East side of SB Rt 355 adjacent to the Portal where the WMATA aboveground inbound tracks transition to the tunnel section en route to Medical Center Station,
- the "Maintenance Roadway" underneath the WMATA aerial structure located in the center median at Rt 355 and Grosvenor Lane, and a WMATA Access road located roughly 300LF South of the Grosvenor Station.

Day one (1) Site Visit information: Site visit will start on Mon, April 27, 2015, 2.00 pm (14:00).

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Meeting point will be Bethesda Metrorail Station, Station Manager Kiosk, 7450 Wisconsin Avenue Bethesda, MD 20814. Attendees will be required to sign in. The Site Visit to Bethesda Metrorail is anticipated to finish around 3.00 pm (15:00). The south end of the platform will be visited which is the planned location of the new mezzanine,

Day two (2) Site Visit information: Site visit on day two (2) will start on Tue, April 28, 2015

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at 9.00 am. Meeting point will be Medical Center Metrorail Station, Station Manager Kiosk, 8810 Rockville Pike Bethesda, MD 20814. Attendees will be required to sign in. The visit at medical center will include the passageway area first then moving to the platform level to view the ceiling



under the mezzanine. The Site Visit will continue the same day with visiting Grosvenor-Strathmore Metrorail Station, 10300 Rockville Pike Bethesda, MD 20852. The visit will consist of walking the platform from end to end. After that a Metro Vehicle will be arranged to take attendees from Grosvenor-Strathmore Metrorail Station to “Area near portal” which is a staging area for pre-cast equipment loading, to “Maintenance Roadway” which is an access point for Aerial Structure Retrofit Work, and to the Access road South of Grosvenor Station. Be alerted that the visits to the locations beyond the three (3) WMATA Metro Rail Stations may need to be completed in shifts dependent on the quantity of participants interested in visiting these sites.

Due to security and safety concerns the number of attendees from one company will be limited to three (3) people.

All attendees will be required to have with them OSHA approved safety vests, hard hats, safety glasses, and sturdy boots. Attendees that have a current WMATA Contractor ID shall display their ID and bring PPE and WMATA approved safety vest. Attendees not holding WMATA Contractor ID with PPE and vest should specifically identify themselves to the WMATA representative on site. Attendees will be required to provide their own fare to ride the Metrorail System.

Should Site Visit plans change, updated information will be publicized on [www.wmata.com](http://www.wmata.com) at least 1 week prior to the Site Visit. The attendees need to check [www.wmata.com](http://www.wmata.com) regularly for the latest information on the Site Visit.

**Period of Performance:** Anticipated to be 2 years. If 2.1.7 Option 2 is exercised, then the period of performance will be extended.

**Bonds/Guarantees:** Performance Bond: 100% of the Contract Price  
Payment Bond: 100% of the Contract Price

**DBE Information:**

The solicitation includes a DBE goal of TBD, if the bid price is \$500,000 or more. Information on the WMATA DBE program can be found at [http://www.wmata.com/business/disadvantaged\\_business\\_enterprise/](http://www.wmata.com/business/disadvantaged_business_enterprise/)

WMATA will have a DBE office representative on hand at the Pre Proposal Conference.

**DBE Vendor Directory**

[http://www.wmata.com/business/disadvantaged\\_business\\_enterprise/dbe\\_search.cfm](http://www.wmata.com/business/disadvantaged_business_enterprise/dbe_search.cfm)

Questions regarding WMATA’s DBE program may be addressed to DBE. Email contacts preferred. Please cc Contract Administrator at [ggufanova@wmata.com](mailto:ggufanova@wmata.com) when contacting DBE and Compliance Specialist.



**Insurance**

**Article 1. General Insurance Requirements**

The Design-Builder shall procure, at its sole cost and expense the insurance outlined in this Section as follows:

- 1) The Design-Builder 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 recontrquirements are outlined in Article 6.
- 2) The insurance coverage and limits of insurance outlined in this Section are minimum coverage and limits. The Design-Builder is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and or limits of insurance that the Design-Builder deems prudent and necessary to manage risk in the completion of this contract.
- 3) Upon written request from WMATA, the Design-Builder shall provide copies of any and all policy(s), including all endorsement(s), within 5 business days of such request.
- 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) The Design-Builder shall require each Subcontractor, at all tiers, to provide evidence of insurance coverage with types and limits of insurance as the Design-Builder deems adequate for the work the Subcontractor is performing, and with the Authority and the Design Builder added as Additional Insureds on Subcontractors' Commercial General Liability and Auto Liability certificates of insurance.

**Article 2. Workers' Compensation and Employer's Liability**

Required Minimum Limits of Coverage:

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

Required Minimum Coverage(s):

- 1) Workers' Compensation Statutory Coverage must be provided on an "All States" basis.



- 2) The Design-Builder and Subcontractors 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:**

\$25,000,000	Each Occurrence Limit
\$25,000,000	General PROJECT Aggregate Limit
\$25,000,000	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) This policy must include coverage for **TRIA** – terrorism risk insurance act.
- 3) 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.
- 4) 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.
- 5) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" Article 10 of this Section.
- 6) 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.
- 7) Defense Costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits for all primary and Umbrella Excess Policies.
- 8) 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.
- 9) 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.
- 10) The Additional Insured Endorsement shall include Products and Completed Operations Coverage with no limitation on when claims can be made. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured Form CG 20 10 11 85 or CG 20 26 11 85 as determined by WMATA.

### **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 Named Insured.
- 3) Cost of RRP shall be the sole responsibility of the Design-Builder.
- 4) The "Wet Ink" original RRP policy shall be sent to WMATA at following address:  
Washington Metropolitan Area Transit Authority  
Office of Insurance, Room 8F  
600 Fifth Street, NW  
Washington, DC 20001.

WMATA Blanket RRP Program Option (Application attached)

WMATA may offer to waive the requirement for the the Design-Builder to procure RRP if 1) the work qualifies for coverage under WMATA's blanket RRP program, and 2) the Design-Builder 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. The Design-Builder shall be advised of, and pay the applicable waiver fee, or procure a standalone RRP policy on WMATA's behalf if the Design-Builder decides against the WMATA Blanket RRP Program option.

**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**

Should the Design-Builder, any Subcontractor of any tier or any supplier, be required by this contract to provide design services or the services of a professional engineer, including, but not limited to stamping, sealing, or certifying blueprints or other construction-related documents, the Design-Builder, Subcontractors of every tier and suppliers are required to maintain Professional Liability Insurance as follows:

- 1) Minimum Policy Limits of \$10,000,000 each claim.
- 2) Actual coverage or tail coverage must be purchased and maintained for a period of time equal to the statute of repose.
- 3) Coverage can be written on an "Occurrence" or "Claims Made" Basis.
- 4) Coverage can be written on 'Non-Admitted" paper.

### **Article 7. Pollution Liability Insurance**

Should the Design-Builder, any Subcontractor, of any tier, or any supplier, be required by this contract to perform demolition of any pre-existing structures, moving, removal, or handling of any hazardous materials, the Design-Builder is required to maintain Pollution Liability Coverage as follows:

- 1) Minimum Policy Limits of \$5,000,000 each claim.
- 2) Coverage can be written on an "Occurrence" or "Claims Made" Basis.
- 3) Coverage can be written on 'Non-Admitted" paper.
- 4) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Article of this Section 9.
- 5) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" Article of this Section 10.

### **Article 8. Builders' Risk**

The Design-Builder shall purchase and maintain at its cost a builders "all risk" insurance policy for the project covering work at the project site. Subcontractors of every tier will be insured under this policy, but only to the extent that the policy's coverages and exclusions allow. Cost associated with any changes will not be recognized as a change order.

### **Article 9. Additional Insured(s)**

The Design-Builder and Subcontractors 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 the Design-Builder and Subcontractors, 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 maintained for three years following acceptance of the work and 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**

The Design-Builder and Subcontractors of every tier are required to have all insurance policies purchased by the Design-Builder and Subcontractors 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)**

The Design-Builder 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](mailto:COI@WMATA.COM).

WMATA will have an insurance representative on hand at the Pre Proposal Conference.

The cert holder box should read:

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

Additionally;

- 1) 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 Design-Builder 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 Design-Builder 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 Design-Builder 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, as well as, products and completed operations coverage for operations of the Design-Builder.
  - 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 (as applicable)**

- a. **Contractors Equipment Floater** covering loss or damage to Design-Builder's 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 Design-Builder or its subcontractors.
- b. **Non-Owned Disposal Site (NODS) Endorsement** providing coverage for the Design-Builder's legal liability arising out of pollution conditions at the designated non-owned disposal site.
- c. **Riggers Liability** covering at least the replacement cost of the item in the Design-Builder's care, custody, and control. This insurance provides special perils (all risk) coverage for property of WMATA that the Design-Builder has agreed to lift or move.



**Type of Contract:**

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

**RFP availability:**

Once the RFP is issued it will be posted on the WMATA website at [http://www.wmata.com/business/procurement\\_and\\_contracting/solicitations/index.cfm](http://www.wmata.com/business/procurement_and_contracting/solicitations/index.cfm) in Adobe Acrobat (.pdf) format. The RFP can be downloaded free of charge.

In order to avoid RFP download problems, please immediately download the latest version of Adobe Acrobat Reader available for free at <http://get.adobe.com/reader/>

**Amendments:** If any amendments are issued, they will be posted on the WMATA website along with the solicitation.

**Buy America Act Certification (Not to be confused with Buy American)**

Proposers should be fully cognizant regarding BUY AMERICA.

[http://www.fta.dot.gov/legislation\\_law/12921.html](http://www.fta.dot.gov/legislation_law/12921.html)

**Design-Builder Personnel and WMATA Contractor ID**

All on site personnel as well as various Design-Builder management personnel must have a current WMATA Contractor ID. In order to obtain a WMATA Contractor ID all persons must pass WMATA safety training. WMATA safety training is provided in English only and translators are not allowed. WMATA will provide safety training and Contractor ID's to the successful Design-Builder team at no cost.

**Contact Person:** Guzel Gufranova Contract Administrator, [ggufranova@wmata.com](mailto:ggufranova@wmata.com) voice (202) 962 5544. **Email contacts are strongly preferred. Questions prior to official RFP publication will not be answered. Please wait for official publication.**