



Invitation For Bid

[Federal]

Electrical and Data Cable Installation

RFP No.: FQ15233/ER

**Volume 1 – Bidding and Contractural
Requirements**

Date: August 17, 2015

SECTION 00005

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SECTION 00100
INVITATION FOR BID

This Section includes Project information for Bidders.

NOTICE TO BIDDERS

Contract No. FQ15233 includes IFB Documents for:

Project Name: NEPP Electrical and Data Cable Installation

BIDS for the Work described herein shall be submitted in an envelope by the Bidders so as to be received at the Office of Procurement, Washington Metropolitan Area Transit Authority, Office of Procurement, PRMT File Room 3C-02, 600 Fifth Street, N.W., Washington, D.C. 20001. Bids shall be mailed in a timely fashion or hand delivered to reach WMATA before 2:00 PM (local time) on September 16, 2015. Questions may be directed to com-inbound-electrical-and-data-cable-installation@procoretech.com.

DIRECTIONS TO SUBMITTING BIDDER: Read and comply with the Invitation Instructions. In addition to other submission requirements set forth in this Invitation for Bid and all Amendments, the following must be properly executed, completed, and submitted as part of the Bid:

- A. BID:
 - 1. Bid Price Form (properly executed)
 - 2. Bid Price Schedule
 - 3. Bid Guarantee
 - 4. Bid Data Form with Supporting Data
 - 5. Representations and Certifications
 - 6. List of DBE Certified Firms
 - 7. DBE Data

BID(S) MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS INVITATION FOR BID, INCLUDING ALL AMENDMENTS

00101 GENERAL STATEMENT OF WORK:

- A. This invitation is for the submittal of Bids for a Project to furnish and install new conduit and new electrical and data cables to support new fare equipment and systems. The work includes the installation of new under-floor duct and conduit raceways, electrical cabling circuits, and data cables at 34 station mezzanines in Washington, D.C. and Maryland. The Contractor, through itself or others, shall furnish all labor, equipment, materials, quality assurance/quality control, construction and environmental/security/safety superintendence, and field engineering services required for the construction of the Project. The Contractor is responsible for managing program and project coordination with Jurisdictional Authorities and Utilities through the Contracting Officer Representative; obtaining all necessary permits not provided by the Authority, approvals, and easements; performing architectural and engineering services;

providing Submittals, field engineering support, quality management system to ensure that all work conforms to specified requirements; and providing operation and maintenance training and manuals for the systems and equipment installed. No attempt has been made to separate the Work by trades or types of construction, and the Contractor shall make its own decision as to the types of services needed to accomplish the Work.

- B. It is the responsibility of the Contractor to gather all data necessary for the performance of the Work under this Contract that are needed in addition to Authority-furnished IFB Documents.
- C. Award of the contract will be based on the lowest priced responsive and responsible bid.
- D. All work under this Contract shall be performed in a logical sequence as developed by the Contractor.

00102 GENERAL SCOPE OF WORK:

A. NEPP Electrical and Data Cable Installation:

- 1. Furnish and install new conduit and new electrical and data cables to support new fare equipment and systems. The work includes the installation of new under-floor duct and conduit raceways, electrical cabling circuits, and data cables at 34 station mezzanines in Washington, D.C. and Maryland.

00103 PROJECT BID SCHEDULE

A. The Bid schedule for this Project is as follows:

- 1. Issue Invitation for Bid: August 17, 2015
- 2. Pre-Bid Conference: September 3, 2015
 - a. For the purpose of clarifying the terms, conditions, and requirements of this Invitation For Bids, a pre-bids conference will be held to respond to questions by prospective Bidders. This pre-bid conference will be held at **1:00 p.m. on September 3, 2015** in the Lobby Level Training Room of the WMATA Jackson Graham Building, 600 5th Street, NW, Washington, DC 20001. It is requested that Offerors submit their questions in writing, whether in advance of the meeting or during the meeting. Questions from the floor, however, are permissible. It is requested that Bidders submit their questions in written form at the beginning of the Pre-bid Conference. **Contractor attendance shall be limited to no more than two (2) attendees per contractor.**
- 3. Bid Opening: September 16, 2015
- 4. Projected Contract Award: September 18, 2015

END OF SECTION

SECTION 00200
INSTRUCTIONS TO BIDDERS

This Section includes procedures with which Bidders must comply and conditions affecting award of the Contract.

00201 GENERAL INSTRUCTIONS

A. Definitions as used herein:

1. The term "Invitation" used in this document means this Invitation for Bid (IFB).
2. The term "Bid" used in this document means this Invitation for Bid (IFB).
3. For further explanation of Contract terms, refer to Section 00701, DEFINITIONS, of the General Conditions.

B. Method of Procurement:

1. This is a lowest priced bid procurement.

C. Basis for Award:

1. Award will be made to that Bidder:
 - a. whose Bid is judged to be responsive to the terms of this solicitation and the most advantageous to the Authority based on price as identified in Section 00203, BID PROCEDURES, EVALUATION FACTORS, AND INSTRUCTIONS, and
 - b. that the Authority deems responsible for purposes of award of a contract pursuant to this Solicitation and in accordance with the WMATA Procurement Procedures Manual.
2. The Authority reserves the right to conduct discussions with the Bidders if it determines that they are necessary. If so, the Authority will establish a competitive range of all of the most highly rated Bids.
3. The Authority will make a single award to one Bidder as the result of this Invitation. See Notes to Bidders in Section 00434, BID PRICE SCHEDULE, for further award information. A written award of acceptance of Bid mailed or otherwise furnished by the Authority to the successful Bidder within the specified Acceptance Period shall result in a binding contract without further action by either party.
4. The Authority reserves the right to cancel this solicitation at any time before award of a contract without liability of any kind.
5. The Authority reserves the right, in its discretion, to reject all Bids.

D. Type of Contract: The Authority contemplates award of a Firm Fixed Price contract.

E. Invitation Documents:

1. Invitation Documents are available on the Authority website at http://www.wmata.com/business/procurement_and_contracting/solicitations/view.cfm?solicitation_id=3338

F. Preparation of Bids:

1. The Bidder shall complete the Bid Forms furnished in Section 00400, BID FORMS AND SUPPLEMENTS, or copies thereof, and submit them according to the instructions given in this IFB. If erasures or other changes appear on the forms, they must be initialed by the person signing the Bid.
2. Each Bidder shall furnish the information required by the Invitation. Bidders are expected to examine the IFB Documents. Failure to do so will be at the Bidder's risk.

G. Explanation to Bidders:

1. All explanations desired by a Bidder regarding the meaning or the interpretation of this IFB or all other Bid documents must be requested in writing at least 14 Days prior to that date set for receipt of Bids to com-inbound-electrical-and-data-cable-installation@procoretech.com to allow sufficient time for a reply to reach all Bidders before the submittal of their Bids. Oral explanations or instructions given before the award of the Contract will not be binding. Any information given to a prospective Bidder concerning the Invitation will be furnished promptly to all prospective Bidders as an Amendment to this IFB, if the information is necessary in submitting Bids or if lack of such information would be prejudicial to other prospective Bidders.
2. The Authority reserves the right to amend the IFB prior to the date set for receipt of Bids. Copies of such Amendments as may be issued will be furnished to all prospective Bidders.
3. If the revisions under Amendments would require material changes in the Bids, the date set for the receipt of Bids may be postponed by such number of Days as in the opinion of the Authority will enable Bidders to revise their Bids. In such cases, the Amendment will include an announcement of the new date for the receipt of Bids.

H. Acknowledgment of Amendments:

1. Bidders are required to acknowledge receipt of all Amendments to this Invitation on copies of the Bid Forms and 00413, BID FORM, in the space provided. Failure to acknowledge all Amendments may cause the Bid to be considered non responsive to the Invitation, which would require rejection of the Bid.

I. Submission/Withdrawal of Bids:

1. Bids shall be sealed, marked, addressed, and submitted as directed in this Section.
2. The Bidder shall show on the face of the Bid the hour and date specified in the Invitation for receipt of Bids, the Contract number, and the name and address of the Bidder. Failure to do so may result in a premature opening of or a failure to open such Bid.
3. Bids may be mailed or delivered in person to the Washington Metropolitan Area Transit Authority, Office of Procurement, as shown in Section 00100, INVITATION FOR BID.
4. Facsimile Bids will not be considered.
5. Bids may be withdrawn by written notice received by the Authority before the opening of Bids. Bids may be withdrawn in person by a Bidder or an authorized representative, if the representative's identity is made known and the representative signs a receipt for return of the Bid before the Bid opening. The attempted withdrawal of a Bid subsequent to the Bid opening and during the Acceptance Period will not be honored and will be without effect.

J. Late Bids or Withdrawals:

1. All Bids received at the office designated in the Invitation after the exact time specified for receipt will not be considered unless they are received before Award is made and they:
 - a. were sent by registered or certified U.S. mail not later than the 5th Day before the date specified for receipt of Bids (e.g., A Bid submitted in response to an Invitation requiring receipt of Bids by the 20th of the month must have been sent by registered or certified mail by the 15th); or
 - b. were sent by first class U.S. mail, and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after its delivery to the Authority; or
 - c. were sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 PM at the place of mailing two business days prior to the date specified for receipt of Bids. The term "working days" excludes weekends and U.S. Federal holidays.

K. Bid Mistake

1. A Bidder who seeks to withdraw its Bid subsequent to Bid opening due to a claimed mistake or error in preparation shall notify the Authority in writing immediately upon realizing the mistake and in no event later than 3 business days following Bid opening, setting forth the details of, and explanation for, the claimed mistake. The Authority shall evaluate the claimed mistake and determine whether the Bidder will be permitted to withdraw its Bid.
2. A Bidder claiming a mistake shall, if so requested by the Contracting Officer, appear before one or more designated representative(s) of the Authority to provide testimony and/or documentation, which may include the Bidder's computation sheets and calculations, to assist in the Authority's determination.
3. Nothing contained herein shall be deemed to preclude the Authority from allowing a Bidder to cure a deficiency in an otherwise responsive Bid where the Authority determines that such deficiency is in the nature of a minor informality or irregularity.

L. Bid Guarantee:

1. A Bid guarantee is required by this Invitation. Failure to furnish a Bid guarantee in the proper form and amount, by the time set for the receipt of Bids, may be cause for rejection of the Bid.
2. A Bid guarantee shall be in the form of a firm commitment, such as a Bid bond (see Section 00431, BID SECURITY (Bid Bond Form)), postal money order, certified check, cashier's check, irrevocable letter of credit from a State or Federally chartered bank or in accordance with Treasury Department regulations, or certain bonds or notes of the United States. Corporations executing the Bid bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Bid guarantees, other than Bid bonds, will be returned as follows:
 - a. To unsuccessful Bidders: As soon as practicable after the opening of Bids.
 - b. To the successful Bidder:

- 1) Upon execution of such further contractual documents and bonds as may be required by the Bid as accepted.
- 2) If the successful Bidder, upon acceptance of its Bid by the Authority within the Acceptance Period, fails to execute such further Bid guarantees and give such bond(s) as may be required by the terms of the Contract, its Contract may be terminated for default. In such event, the successful Bidder shall be liable for any cost of procuring the Work which exceeds the amount of its Bid, whether as a result of the authority's award of the Contract to another Bidder or otherwise, and the Bid guarantee shall be available toward offsetting such difference.

M. Minimum Bid Acceptance Period:

1. "Acceptance period," as used in this provision, means the number of calendar days available to WMATA for awarding a contract from the date specified in this solicitation for receipt of bids.
2. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
3. WMATA requires a minimum acceptance period of 90 calendar days from latest revised date.

N. Contract and Bonds: The Bidder whose Bid is accepted shall, within the time established in this Invitation, enter into a written contract with the Authority and furnish performance and payment bonds on standard Authority forms in the amounts indicated in Section 00600, BONDS AND CERTIFICATES.

O. Conditions Affecting the Work:

1. Bidders are encouraged to visit the Project Site to examine the general and local conditions, which can affect the Work or the cost thereof. See Section 00250, PRE-BID MEETINGS SCHEDULE, for further details. Whether or not a Bidder exercises its right to visit the Project Site, the Bidder shall be deemed fully on notice of any such condition(s) which an inspection could reasonably be deemed to have disclosed.
2. As discussed in Section 00310, EXISTING CONDITIONS, Bidders may examine records of all original borings, test excavations, and other subsurface investigations and existing utilities and environmental investigations, if any, made for the Authority prior to the construction of the Project.

P. Opportunity for Disadvantaged Business Enterprises to Bid: The Washington Metropolitan Area Transit Authority hereby notifies all Bidders that the Bidder shall ensure that in regard to any contract entered into pursuant to this Invitation, disadvantaged business enterprises will be afforded full opportunity to submit Bids in response to this Invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

Q. Disadvantaged Business Enterprises: (See Section 00453, DBE DATA)

1. It is the policy of the Authority (WMATA) that Disadvantaged Business Enterprises (DBEs) shall have an equal opportunity to receive and participate in performing WMATA contracts, including contracts and subcontracts at any tier, and of the Federal Transit Administration (FTA) and the U. S. Department of Transportation (US DOT) in receiving and participating in federally assisted contracts. The DBE requirements, if any, are set forth in Section 00453, DBE DATA, and in Section 00788, FEDERAL REGULATIONS AND CLAUSES, Paragraph Q, Disadvantaged Business Enterprises (DBE), to this Invitation, and are applicable if the Bid is \$500,000 or more for construction (and construction-related) contracts and for supply and service contracts having a total dollar value of \$100,000 or

- greater. The DBE goal percentages, if applicable, are listed in Section 00888, FEDERAL REGULATIONS AND CLAUSES, Paragraph Q, Disadvantaged Business Enterprises (DBE).
2. If the Bidder is not a DBE, then the DBE goal set forth in Section 00888, FEDERAL REGULATIONS AND CLAUSES, Paragraph Q, Disadvantaged Business Enterprises (DBE), if any, shall be met by Subcontracts or joint ventures with DBEs.
 3. If a DBE goal is specified in Section 00888, FEDERAL REGULATIONS AND CLAUSES, Paragraph Q, Disadvantaged Business Enterprises (DBE), the Bidder shall submit with its Bid a list of WMATA-certified DBE firms that it intends to enter into subcontract agreements with for this Contract. The documentation requirements of Section 00453, DBE DATA, shall be completed and submitted at the time of Bid. Also, if no goal is specified in Section 00888, FEDERAL REGULATIONS AND CLAUSES, Paragraph Q, Disadvantaged Business Enterprises (DBE), but the Bidder still intends to utilize DBEs in the performance of this Contract, the Bidder shall submit with its Bid a list of those WMATA-certified DBE firms. Bidders who fail to complete and return this information, if applicable, with their Bid, will be deemed to be non-responsive and will be ineligible for contract award. The documentation requirements, if applicable, are as follows:
 - a. SCHEDULE OF DBE PARTICIPATION and executed LETTER(S) OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE with agreed price sufficient to meet the DBE goal set forth in Section 00788, FEDERAL REGULATIONS AND CLAUSES, Paragraph Q, Disadvantaged Business Enterprises (DBE); or
 - b. A request for waiver of the DBE goal or portion of the goal, if any, and reasons therefore as stipulated in Paragraph F.3 of Section 00453, DBE DATA. Request must be made on company stationery and signed by the responsible official.
 4. Bidders that fail to meet the DBE goal set forth in Section 00888, FEDERAL REGULATIONS AND CLAUSES, Paragraph Q, Disadvantaged Business Enterprises (DBE), if any, and fail to demonstrate "good faith efforts" to justify waiver of the DBE goal, if any, may be deemed to be non-responsive and will be ineligible for contract award.
 5. In connection with the performance of this Contract, the Contractor agrees to cooperate with the Authority in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE), and further agrees to exert good faith efforts to satisfy the requirements of Section 00453, DBE DATA, if applicable, by subcontracting portions of the Work to disadvantaged firms, by entering into joint ventures with disadvantaged firms, or both.
 6. If there is no goal in this Contract, DBE participation is encouraged and pursuant to the Authority's race-neutral program, is anticipated to be as specified in Section 00788, FEDERAL REGULATIONS AND CLAUSES, Paragraph Q, Disadvantaged Business Enterprises (DBE).
- R. Civil Rights: The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations of Section 00788, FEDERAL REGULATIONS AND CLAUSES, Paragraph P, Civil Rights Requirements,.
- S. Debarred or Ineligible Bidders: All Bidders will be required to certify that they are not on any list of ineligible or debarred contractors (see Section 00451, REPRESENTATIONS AND CERTIFICATIONS FORM).
- T. Notice of Protest Policy:
1. WMATA policy and procedure for the administrative resolution of protests is set forth in Chapter 17 of the Procurement Procedures Manual (PPM). The PPM contains strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters. The Contracting Officer can furnish a copy of Chapter 17 upon request.

2. FTA Circular C 4220.1F, paragraph 7.I addresses Bid Protests. Review of protests by FTA is discretionary and will be limited to:
 - a. a grantee's failure to follow its protest procedures or its failure to review a complaint or protest; or
 - b. violations of Federal law or regulation.
 3. A protester must exhaust all administrative remedies with the Authority before filing an appeal to the FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within 5 working days of the date the protester learned or should have learned of an adverse decision by the Authority of other basis of appeal to FTA.
- U. Requirement for Cost Data Prior to Contract Award: The Authority has determined that certified cost or pricing data are not required for this Invitation based on the anticipation of adequate price competition. If after receipt of Bids the Contracting Officer determines that adequate price competition no longer exists, the Authority may require the apparent low Bidder to submit cost data in sufficient detail to permit analysis of the cost elements which make up the proposed price(s). The preparation, submittal, and certification of Certified Cost or Pricing Data shall be as described by FAR 15.4 and in Section 00700, GENERAL CONDITIONS.
- V. Davis-Bacon Wage Determination Decision: The Authority's Compact requires that all mechanics and laborers employed by Contractor or Subcontractors on construction and maintenance contracts be paid wages not less than those prevailing on similar contracts in this locality as determined by the Secretary of Labor in accordance with Section 00767, DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS. The Wage Determination Decision of the Secretary of Labor is referred to in Section 00767, DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS, and attached as APPENDIX D in Section 00800, SUPPLEMENTARY CONDITIONS.
- W. WMATA's Tax Exempt Status:
1. Pursuant to Article XVI, Paragraph 78, of the Washington Area Metropolitan Transit Authority Compact, as adopted by the State of Maryland, the District of Columbia, and the Commonwealth of Virginia, with the authorization and consent of the Congress of the United States, the Authority has been accorded exemption from taxes as follows:
 - a. "The Authority and the Board of Directors shall not be required to pay taxes or assessments upon any of the property acquired by it or under its jurisdiction, control, possession or supervision, or upon its activities in the operation and maintenance of any transit facility or upon any revenues there from, and the property and income derived there from shall be exempted from all Federal, State, District of Columbia, municipal, and local taxation. This exemption shall include without limitation, all motor vehicle license fees, sales taxes and motor fuel taxes."
 2. It has been the practice of the District of Columbia to apply the Authority's tax-exempt status to certain purchases of materials required under Authority construction contracts and acquired by Contractor for physical incorporation into the Work. This has not been the practice in either Maryland or Virginia. The Authority does not represent or warrant that the District of Columbia practice applies to this Project or, if it does, that it will continue in effect during the term of this Project. It is the responsibility of the Contractor to determine its liability for any and all taxes applicable to this Project. Assessment or payment of taxes by the Contractor, including taxes resulting from changes in existing laws or the application thereof or of new or additional taxes, shall not constitute the basis for an increase in the Contract price, except as otherwise allowed under Section 00771, FEDERAL, STATE, AND LOCAL TAXES.

3. *The Authority's tax exempt numbers are as follows: District of Columbia -- 5611-0082187-001; Maryland -- 30072210; Virginia -- 5280-0067.*
4. By submission of its Bid, the Bidder certifies that none of the taxes to which the Authority is exempt is included in its Bid price(s) or the final Contract Price. In the event that the Authority learns that any taxes to which the Authority is exempt are included in the final Contract Price, the Authority shall be entitled to a reduction in the Contract Price reflecting such amount and a refund of monies paid related to such taxes, plus applicable interest.
- X. Advance Cost Agreement: Within 30 Days after Notice of Award, the Contractor shall make available for audit review, information on its accounting system used to project fixed and variable overhead rates applicable to possible Contract Modifications. The Authority's Office of the Auditor General, to the extent possible, will review and approve said accounting system. When appropriate and if possible, as a result of the audit review, Advance Cost Agreements may be executed between the Contracting Officer and the Contractor. The Cost Agreements shall be a supplemental agreement to the Contract.
- Y. Proprietary Data in Bids:
 1. The Authority will provide all reasonable precautions to ensure that proprietary, technical, and pricing information remains within the review process except where otherwise ordered by an administrative or judicial body, or necessary to use in a judicial or administrative proceeding. Bidders shall attach to each page of all proprietary data submitted with the Invitation the following notation:
 - a. "This data furnished pursuant to this IFB shall not be disclosed outside the Authority, be duplicated, or used in whole or in part for any purpose other than to evaluate the offer; provided that, if a contract is awarded on the basis of that offer, the Authority shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever."
 2. The Authority's right to use information contained in these data is not limited if the information is or has been obtained by the Authority from another independent legitimate source.
 3. Except for the foregoing limitation, the Authority may duplicate, use, and disclose in any manner and for any purpose whatsoever and have others so do, all data furnished in response to this Invitation.
- Z. Contract Performance Evaluation: The Bidder is advised that a Performance Evaluation will be completed at the end of the Contract. Factors to be included in the Performance Evaluation are as follows: Quality of Work, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, Compliance with Safety Standards, and an Overall Evaluation. The Performance Evaluation may be used in determinations of responsibility for future WMATA contracts.

00202 BID FORMAT

- A. Bid Page and Character Size: The page size shall not exceed 8-1/2 by 11 inches, except for foldouts, which may not exceed 11 by 17 inches. The page margins shall not be smaller than 1 inch on all four sides. The type size for text shall not be smaller than 10 point, with at least a line spacing of one. The type size for figures and tables shall be no smaller than 8 point.
- B. Elaboration: Legibility, clarity, and completeness are essential. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective Bid are not desired and may be construed as an indication of the Bidder's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and

other presentation aids are neither necessary nor wanted.

- C. Completeness: Include all forms and Project-specific information as required in this Section. Include pre-printed literature if directly relevant to this Project. Failure to provide forms or any other information required in the response to this Invitation may cause the Bid to be deemed non-responsive, and the Bid may be subsequently rejected.
- D. Bid Copies: Provide the following number of copies of the Bid (not including originals and two (2) electronic copies, as required). Foldouts shall be printed on one side only. Foldouts shall not be used for text. **In total, Bidders shall submit one (1) original, one (1) hard copy, and an electronic copy on two separate USB.**

Volume	Part	Title	Copies
1	A	Price Submission	1
1	B	Forms and Contractual Information	1

00203 BID PRICE PROCEDURES, EVALUATION FACTORS, AND INSTRUCTIONS

- A. Bid Price Evaluation Factors:
 - 1. The Authority will evaluate Bid Price for completeness, clarity, conciseness, realism, and responsiveness to the IFB-requested information.
 - 2. Submittal of Bid prices for both the Base and the Options, if any. Failure to do so will necessitate rejection of the Bid.
 - 3. *Materially unbalanced Bids: Bids that are materially unbalanced as to prices for the various categories of work items may be rejected as non-responsive. A Bid is materially unbalanced when it is based on prices that are significantly understated for one or more element(s) of work and significantly overstated for other element(s) of work.*
 - 4. The Authority will compare the Bid Prices to the Authority estimate and otherwise determine reasonableness by performing a price analysis if adequate competition exists. A cost analysis will be performed, in the judgment of the Contracting Officer, if adequate price competition does not exist, to ascertain whether or not the proposed price is fair and reasonable. The Authority may request that the apparent low Bidder provide a cost breakdown, which identifies major cost drivers and request supporting documentation, such as Supplier and Subcontractor quotes in support of the Bid.
- B. Bid Price Instructions: The information provided should be complete and clearly presented. If the information requested under a factor is presented elsewhere in the Bid, the Bidder should cross reference the information that is provided elsewhere rather than duplicate it.
 - 1. Complete, sign, and submit Section 00413, BID FORM. Additionally, submit the following:
 - a. Signed and completed Section 00451, REPRESENTATIONS AND CERTIFICATIONS FORM.
 - b. A completed Section 00434, BID PRICE SCHEDULE, with an amount on each line item where one is requested and a total amount representing the sum of individual amounts requested.
 - 1) Bid Price Schedule prices shall include all services, labor, material, equipment, overhead, incidentals, and profit, unless otherwise specified.

- 2) In case of a discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject however, to correction to the same extent and in the same manner as any other mistake.
 - 3) Where the Bid Price Schedule explicitly requires that the Bidder bid on all items; failure to do so will render the Bid non-responsive. When submittal of a price on all items is not required, Bidders shall insert the words NO BID in the space provided for an item on which no price is submitted.
 - 4) Bids for construction services other than those specified will not be considered unless authorized by the Invitation. Unless specifically called for, alternate Bids will not be considered.
- c. List of DBE-certified firms with which the Bidder intends to enter into subcontract agreements (if a DBE goal is specified in Section 00888, FEDERAL REGULATIONS AND CLAUSES, Paragraph Q, Disadvantaged Business Enterprises (DBE), or if no goal is specified in Section 00888, FEDERAL REGULATIONS AND CLAUSES, Paragraph Q, Disadvantaged Business Enterprises (DBE), but the Bidder still intends to utilize DBEs in the performance of this Contract).
 - d. An executed Bid Guarantee with Surety Certificate (Section 00431, BID SECURITY (BID BOND FORM)). The Bid Guarantee shall be based on the Total Base Bid Plus Total Option Price, if any. The Performance and Payment Bonds shall be based on the award amount.
 - e. A signed and completed Section 00452, BID DATA FORM, with attachments.

C. Pre-Award Information / Bidder Responsibility

1. The Contracting Officer or other delegated Authority's Representative may conduct a pre-award survey to determine if the bidder eligible for award is responsible both financially and technically and has the capability to perform the work of the Contract in accordance with the requirements of the Specifications and within the time or times specified.
2. Accordingly, the apparent lowest responsive bidder shall furnish the following when requested by the Contracting Officer:
 - a. A completed and signed Pre-Award Evaluation Data form, including, but not limited to, the following: A statement of the Offeror's experience record, the type of concerns for which the Offeror conducts business and a list of contracts, if any, on which failure to complete within the specified time resulted in the assessment of liquidated damages.

The low bidder will be required to demonstrate its ability to perform services contained in the solicitation, in a timely manner, to the complete satisfaction of the Authority. The Authority may reject the bidder as non-responsible. If the low bidder is eliminated, then the second lowest bidder will be required to demonstrate its ability to perform services as described herein. This process will continue to the next lowest bidder until a bidder successfully meets the specification requirements.

b. Financial Statements

- 1) Complete financial statements for the last three (3) years, including Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Changes in Financial Position (Net Change in Resources) and Statement of Current and Retained Earnings. These statements shall be certified indicating disclosure of all facts which could impair or affect the statements presented.

- c. Disadvantaged Business Enterprise data as set forth in Appendix B. Note: The submittal of certain items and request for waiver (if applicable) with the bid is required if offer is \$100,000 or greater. Failure to submit forms B-12, B-13, and/or request for waiver (if applicable) may cause the bid to be found unacceptable and subsequently rejected.
3. Doubt as to technical ability, productive capability, "good faith effort - DBE," and financial strength which cannot be resolved affirmatively may result in a determination of non-responsibility by the Contracting Officer.

D. Clarifications:

1. Clarifications. Anytime during the evaluation process of the Bid Prices, the Authority may engage in limited exchanges with the Bidder to request clarifications of any of the points, which are unclear, and to resolve minor or clerical errors. Any such exchange will be for clarification only, and will not constitute Discussions within the meaning of FAR 15.306.

00210 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- A. Procedures for Product Substitutions During the Bidding Period - Use of brand names within the technical requirements (as used herein, the term "brand name" includes identification of products by make and model in IFB Documents):
 1. If items called for by the IFB Specifications have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bidders offering "equal" products including products of the brand name manufacturer other than the one described by brand name, will be considered by the Authority if such products are clearly identified in the Bid and are determined by the Authority to meet fully the salient characteristics requirements in the IFB Specification.
 2. Unless the Bidder clearly indicates that it is offering an "equal" product by submitting Section 00433, BRAND NAME OR EQUAL FORM, the Bidder shall be considered as offering a brand name product referenced in the IFB Documents.
 3. If the Bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be otherwise clearly identified and the determination as to equality of the product offered shall be the responsibility of the Authority and will be based on information reasonably available to the Authority.
 4. If the Bidder proposes to modify a product so as to make it conform to the requirements of the IFB Specification, it shall (i) include a clear description of such proposed modifications, and (ii) clearly mark descriptive material to show the proposed modifications.
 5. Caution to Bidders: The Authority is not responsible for locating or securing any information, which is not identified and reasonably available to the Authority. Accordingly, to ensure that sufficient information is available, the Bidder must furnish all descriptive material (such as catalogue cuts, illustrations, drawings, or other information) necessary for the Authority to determine whether the product offered meets the salient characteristic requirements of the IFB Specification. The information furnished may include specific references to information previously furnished or to information otherwise available to the Authority.

00250 PRE-BID MEETINGS SCHEDULE

- A. Unless otherwise notified, a pre-Bid conference will be held as noted in the Project Bid Schedule, Section 00103, PROJECT BID SCHEDULE. The purpose of this conference will be to answer questions regarding, or requests for clarifications of, the Invitation documents. It is requested that Bidders submit their questions and requests for clarifications of the terms,

- conditions, and requirements of this Invitation to Bid to the Contracting Officer in writing either in advance of the meeting or during the meeting. Questions from the floor, however, are permissible.
- B. A scheduled visit to two (2) typical sites will be arranged by the Authority, which will occur immediately after the Pre-bid conference. This visit will be a one-time opportunity. No other opportunities will be available nor will requests for visits be granted.
 - C. Although attendance is not mandatory, WMATA highly recommends bidders visit the Site of the Work and inform themselves of all local conditions that may affect the Work or the cost thereof.
 - D. **Contractor attendance shall be limited to no more than two (2) attendees per contractor.**
 - E. The Bidder acknowledges and agrees that it shall be bound by all the terms of the Contract regardless of its attendance at the pre-Bid conference, or the thoroughness of its Site investigation, if any, prior to submitting its Bid.

00270 **ENGLISH LANGUAGE AND UNITED STATES CURRENCY**

With respect to both this Solicitation and the resultant Contract:

- a. All communications (oral, written, electronic and otherwise including but, not limited to, software coding) shall be in the English language.
- b. All pricing shall be in United States dollars.

END OF SECTION

SECTION 00300
INFORMATION AVAILABLE TO BIDDERS

This Section includes information made available to the Bidders.

00301 INVITATION FOR BID (IFB) DOCUMENTS

- A. The IFB Documents, including General Conditions, Supplementary Conditions, General Requirements, Specifications, Drawings, reports, safety and security requirements, and quality requirements of this Invitation FQ15233 and referenced in this Section establish requirements for the construction of the Project. These IFB Documents shall be used by the Bidder to prepare the Bid.

00302 GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, AND GENERAL REQUIREMENTS

- A. The General Conditions, Supplementary Conditions, and General Requirements (Division 1 of the Contract Specifications) contain requirements for the administration and construction of the Project.

00303 CONTRACT SPECIFICATIONS

- A. Specifications (Divisions 2 through 16 of the Contract Specifications) are the parts of the Contract Documents containing written directions or requirements that specify the requirements, which must be fulfilled for the completion of the Work.
- B. The WMATA Manual of Design Criteria establishes general design criteria for the Project that shall govern the design of temporary works as defined in the Specifications unless jurisdictional codes and regulations are more stringent, in which case the applicable codes and regulations shall govern.

00304 CONTRACT DRAWINGS

- A. Contract Drawings are the plans, profiles, typical cross sections, general cross sections, elevations, schedules, and details listed or included in the Contract Documents, which represent requirements for the Project.
- B. The WMATA CAD Manual shall be adhered to for the preparation of As-built Drawings by the Contractor.

00310 EXISTING CONDITIONS

- A. The Bidder may conduct a site visit to familiarize itself with the site prior to submitting a Bid. The Authority will make non-public site locations available to the Bidder for this purpose. These sites shall be scheduled at least one (1) week in advance of the desired date of the visit.
- B. The Bid package includes Mezzanine Schematics, Mezzanine Inspection Reports, and Electrical Design Drawings. No additional records are available to Bidder:

00320 GEOTECHNICAL REPORT

- A. Geotechnical Report is not available. All available site information is included in the Mezzanine Inspection Reports and Electrical Design Documents included in the solicitation package.

00330 ENVIRONMENTAL REPORT

- A. All available environmental information is included in the Mezzanine Inspection Reports.

00340 WMATA SAFETY AND SECURITY REQUIREMENTS

- A. This Section lists the safety and security related documents that establish the safety requirements for the Project.
1. WMATA Construction Safety and Environmental Manual Requirements: A compilation of the safety and reporting requirements for the Project.
 2. WMATA Safety and Security Certification Program Plan: A compilation of the safety and security certification requirements for the Project.

00350 QUALITY ASSURANCE AND QUALITY CONTROL

- A. Section 01470, QUALITY MANAGEMENT SYSTEM, establishes the quality requirements for the development of the Quality Management Plan by the Contractor for execution of the Project.

END OF SECTION

SECTION 00400
BID FORMS AND SUPPLEMENTS

This Section includes forms and supplements for submitting Bids.

THIS PAGE NOT USED

SECTION 00410
BID FORMS

This Section includes the Bid Forms that are required to be submitted with Bid.

THIS PAGE NOT USED

SECTION 00413
BID FORM

Contract Number: FQ15233

Date of Request: September 16, 2015

Project Name: NEPP Electrical and Data Cable Installation

Project Location: 34 Stations in the WMATA Metro Rail Service Area

INVITATION FOR BID containing information requested herein shall be submitted by the Bidder so as to be received before the time and date listed in Section 00100, INVITATION FOR BID, at the Washington Metropolitan Area Transit Authority, Office of Procurement, PRMT File Room 3C-02, 600 Fifth Street, N.W., Washington, D.C. 20001. Questions may be directed to com-inbound-electrical-and-data-cable-installation@procoretech.com.

In response to your Invitation for Bid for the above referenced Contract, the undersigned hereby proposes to furnish all labor, equipment, and materials and perform all work to construct the Project in strict accordance with the Contract requirements for the consideration of the amount Bid on the Contract Bid Schedule. If awarded the Contract within the Bid Acceptance Period, the undersigned agrees to execute the Contract within 10 Days and to furnish, if required, performance and payment bonds on standard Authority forms with good and sufficient surety or sureties.

If the Contract is executed, the undersigned further agrees to commence the Work within 10 Days after the receipt of Notice to Proceed and to complete the Work within the time specified in the Contract.

The undersigned acknowledges receipt of the following amendments to the **Invitation for Bid** under FQ15233.

Amendment Number _____, dated _____

Amendment Number _____, dated _____

Amendment Number _____, dated _____

Amendment Number _____, dated _____

Amendment Number _____, dated _____

Amendment Number _____, dated _____

Amendment Number _____, dated _____

Amendment Number _____, dated _____

Amendment Number _____, dated _____

Amendment Number _____, dated _____

Note: Failure to acknowledge receipt of all amendments may cause the Bid to be considered non responsive to the request, which would require rejection of the Bid as unacceptable.

BIDDER:

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

DUNS #: _____

**NAME, TITLE, and SIGNATURE
(AUTHORIZED TO ACT ON BIDDERS
BEHALF)**

**NAME, TITLE, and SIGNATURE
(ALTERNATE AUTHORIZED
REPRESENTATIVE)**

Directions for Submitting Bid

1. Read and comply with the Invitation Instructions. This form shall be submitted with your Bid.
2. Bid Form and related required documents must be sealed, marked, and addressed as follows:

**Washington Metropolitan Area Transit Authority
PRMT File Room 3C-02
Bid under FQ15233
Office of Procurement
600 Fifth Street, N.W.
Washington, D.C.**

3. Bids shall be timely mailed or hand delivered to reach WMATA before 2:00 p.m. (local time) on day of Bid closing.

SECTION 00431
BID SECURITY (BID BOND FORM)

This Section includes the Supplementary Bid Forms that are required to be submitted with the Bid.

BID BOND

Invitation for Bid No.: FQ15233

Bid Closing Date: September 16, 2015

Penal Sum of Bond: \$ _____ or _____ % 5% of Bid Price or Amount: \$ _____

Date Bond Executed: _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the Bid identified above:

NOW, THEREFORE, if the Principal, upon acceptance by the Authority of his Bid identified above, within the period specified therein for acceptance (60 Days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the Bid as accepted within the time specified 10 Days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Authority for any cost of procuring the work which exceeds the amount of its Bid, then the above obligation shall be void and of no effect.

Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the Bid that the Principal may grant to the Authority notice of which extension(s) to the Surety(ies) being hereby waived provided that such waiver shall apply only with respect to extensions aggregating not more than 60 Days in addition to the period originally allowed for acceptance of the Bid.

Principals

1 Firm Name: _____ Seal:

Address: _____

Name, Title, and Signature

State of Incorporation: _____

2 Firm Name: _____ Seal:

Address: _____

Name, Title, and Signature

State of Incorporation: _____

3 Firm Name: _____ Seal:
Address: _____

Name, Title, and Signature
State of Incorporation: _____

Corporate Surety(ies)

Surety A Firm Name: _____ Liability Limit: Corp. Seal:
Address: _____ \$ _____

Name, Title, and Signature
State of Incorporation: _____

Surety B Firm Name: _____ Liability Limit: Corp. Seal:
Name, Title, and Signature \$ _____

Name, Title, and Signature
State of Incorporation: _____

Surety C Firm Name: _____ Liability Limit: Corp. Seal:
Address: _____ \$ _____

Name, Title, and Signature
State of Incorporation: _____

Attach additional pages as needed.

Instructions

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

THIS PAGE NOT USED

**SECTION 00432 COMPLIANCE/EXCEPTION
INFORMATION**

(Submit with Bid)

Indicate whether the Bid submitted is intended to fully comply with the IFB Documents of this Invitation for Bid, or if certain exceptions are taken. If exceptions are taken, the Bidder shall clearly identify all exceptions to the requirements, terms, or conditions of any part of this IFB. Each exception must be specifically related to the particular part of the IFB to which the exception is taken. The Bidder must support and explain the reason for all exceptions taken and explain the impact, if any, on the IFB requirements and state the necessity for or advantage of the exception.

Check one statement below.

- The Bidder certifies that its Bid is intended to comply fully with all IFB Documents.
- The Bidder certifies that its Bid is intended to comply fully with all IFB Documents, except as noted (add additional sheets to explain).

THIS PAGE NOT USED

SECTION 00433
BRAND NAME OR EQUAL FORM

(Submit with Bid)

Bidder is required to state in the spaces below the Manufacturer's Name, Part/Product Number, Description, and to provide relevant specifications, including technical data and Material Safety Data Sheets. Be advised that these items, if any, are only set apart for identification. If products, other than those specified, are not listed here, the Bid will be viewed as providing the as-specified products.

Spec Section/Product Specified: _____

Manufacturer: _____

Product Proposed: _____

Manufacturer: _____

Spec Section/Product Specified: _____

Manufacturer: _____

Product Proposed: _____

Manufacturer: _____

Spec Section/Product Specified: _____

Manufacturer: _____

Product Proposed: _____

Manufacturer: _____

Spec Section/Product Specified: _____

Manufacturer: _____

Product Proposed: _____

Manufacturer: _____

Spec Section/Product Specified: _____

Manufacturer: _____

Product Proposed: _____

Manufacturer: _____

NOTE: If applicable, attach additional sheets as necessary in this format. This form is included to establish a format for submission by the Bidder of an "or Equal" and will be utilized for the Bid submittal to the Authority for equal products by the Contractor. *This form may also be used during the construction of the Contract.*

THIS PAGE NOT USED

SECTION 00434

BID SCHEDULE

(Submit with Bid)

A. DESCRIPTION OF WORK

1. The Contractor shall perform the contract in the manner and at the locations set forth in the IFB Documents of this Invitation, and in accordance with the Bid as finally accepted by the Authority. The Contractor shall perform in strict accordance with the Contract Documents and in full compliance with the Rules and Regulations of the Jurisdictional Authorities.

B. BASIS FOR AWARD

1. The Authority will award a contract to the lowest responsive and responsible bidder whose bid conforms to this Invitation for Bids and is determined to be the most advantageous to the Authority, considering only price and price related factors included in the IFB.
2. If, after receipt of the bids, the Contracting Officer determines that adequate price competition does not exist, the Offeror shall provide certified cost or pricing data as requested by the Contracting Officer.

C. BID SCHEDULE

Bid Schedule

CLIN	DESCRIPTION	NOTE #	QTY	UNIT	UNIT PRICE	TOTAL
0001	GENERAL REQUIREMENTS	1	1	LS	\$ _____	\$ _____
0002	MOBILIZATION	2	1	LS	\$ _____	\$ _____
0003	METRO CENTER WEST	3	1	LS	\$ _____	\$ _____
0004	METRO CENTER EAST	3	1	LS	\$ _____	\$ _____
0005	METRO CENTER NORTH	3	1	LS	\$ _____	\$ _____
0006	METRO CENTER SOUTH	3	1	LS	\$ _____	\$ _____
0007	FARRAGUT NORTH SE.	3	1	LS	\$ _____	\$ _____

CLIN	DESCRIPTION	NOTE #	QTY	UNIT	UNIT PRICE	TOTAL
0008	FARRAGUT NORTH NW.	3	1	LS	\$ _____	\$ _____
0009	FARRAGUT NORTH NE.	3	1	LS	\$ _____	\$ _____
0010	DUPONT CIRCLE SO.	3	1	LS	\$ _____	\$ _____
0011	DUPONT CIRCLE NO.	3	1	LS	\$ _____	\$ _____
0012	WOODLEY PARK ZOO	3	1	LS	\$ _____	\$ _____
0013	CLEVELAND PARK	3	1	LS	\$ _____	\$ _____
0014	VAN NESS UDC	3	1	LS	\$ _____	\$ _____
0015	TENLEYTOWN	3	1	LS	\$ _____	\$ _____
0016	FRIENDSHIP HEIGHTS NO.	3	1	LS	\$ _____	\$ _____
0017	FRIENDSHIP HEIGHTS SO.	3	1	LS	\$ _____	\$ _____
0018	BETHESDA	3	1	LS	\$ _____	\$ _____
0019	MEDICAL CENTER	3	1	LS	\$ _____	\$ _____
0020	GROSVENOR	3	1	LS	\$ _____	\$ _____
0021	WHITE FLINT	3	1	LS	\$ _____	\$ _____
0022	TWINBROOK	3	1	LS	\$ _____	\$ _____

CLIN	DESCRIPTION	NOTE #	QTY	UNIT	UNIT PRICE	TOTAL
0023	ROCKVILLE	3	1	LS	\$ _____	\$ _____
0024	SHADY GROVE	3	1	LS	\$ _____	\$ _____
0025	GALLERY PLACE WEST	3	1	LS	\$ _____	\$ _____
0026	GALLERY PLACE EAST	3	1	LS	\$ _____	\$ _____
0027	GALLERY PLACE NORTH	3	1	LS	\$ _____	\$ _____
0028	JUDICIARY SQUARE WEST	3	1	LS	\$ _____	\$ _____
0029	JUDICIARY SQUARE EAST	3	1	LS	\$ _____	\$ _____
0030	UNION STATION SOUTH	3	1	LS	\$ _____	\$ _____
0031	UNION STATION NORTH	3	1	LS	\$ _____	\$ _____
0032	NEW YORK AVE. SOUTH	3	1	LS	\$ _____	\$ _____
0033	NEW YORK AVE. NORTH	3	1	LS	\$ _____	\$ _____
0034	RHODE ISLAND	3	1	LS	\$ _____	\$ _____
0035	BROOKLAND/CUA	3	1	LS	\$ _____	\$ _____
0036	FORT TOTTEN FORT TOTTEN	3	1	LS	\$ _____	\$ _____
0037	TAKOMA	3	1	LS	\$ _____	\$ _____

CLIN	DESCRIPTION	NOTE #	QTY	UNIT	UNIT PRICE	TOTAL
0038	SILVER SPRING- SOUTH	3	1	LS	\$ _____	\$ _____
0039	SILVER SPRING- NORTH	3	1	LS	\$ _____	\$ _____
0040	FOREST GLEN	3	1	LS	\$ _____	\$ _____
0041	WHEATON	3	1	LS	\$ _____	\$ _____
0042	GLENMONT	3	1	LS	\$ _____	\$ _____
TOTAL						<u> </u>

Notes to Bidders

1. General Requirements, which addresses Division 1 requirements to include, but not limited to, Training, Permitting, Partnering, Certifiable Items List, As-built Drawings and Specifications, and Quality Plan; This Line Item does not include Mobilization. General Requirements will be paid monthly in 6 equal payments over the first 6 months of the contract.
2. Mobilization will be paid monthly in three equal payments over the first 3 months of the Contract, in accordance with Division 1 Section 1722 – Mobilization.
3. As described in Section 01110, SUMMARY OF WORK.

SECTION 00451
REPRESENTATIONS AND CERTIFICATIONS FORM
(Submit with Bid)

REPRESENTATIONS AND CERTIFICATIONS
(Federally Funded Supply/Service/Construction Contracts)

Instructions: Check or complete all applicable boxes or blocks on this form and submit it with your Bid.

A. REPRESENTATIONS

1. TYPE OF BUSINESS ORGANIZATION (RC-101, MAY 07)

By submission of this Bid, the Bidder represents that it operates as

- an individual
- a partnership
- a limited liability company
- a joint venture
- a nonprofit organization
- a corporation, incorporated under the laws of the State of _____

2. AFFILIATION AND IDENTIFYING DATA (RC-102, MAY 07)

Each Bidder shall complete (a), (b) if applicable, and (c) below, representing that:

- a. It is is not, owned or controlled by a parent company. For this purpose, a parent company is defined as one, which either owns or controls the activities and basic business policies of the Proposer. To own another company means the parent company must own at least a majority, i.e., more than 50 percent, of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the Bidder, such other company is considered the parent of the Bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise.

Bidder: _____

Parent Company: _____

Main Office Address: _____

- b. If the Bidder has no parent company, it shall provide in the applicable space below its own Employer's Identification Number (EIN), (i.e., number used on Federal Tax Returns or, if it has a parent company, the EIN of its parent company). Bidder EIN: _____ or Parent Company's EIN: _____
- c. If a Data Universal Numbering Systems (DUNS) number has not been established for the address entered on the Invitation, Bid, and Award Form, the Authority will arrange for the assignment of this number after award of a contract and will notify the Contractor accordingly.

3. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (RC-103, MAY 07)

This representation is applicable to federally assisted contracts. By submission of this Bid, the Bidder represents that:

- a. It has has not participated in a previous contract or subcontract subject to either the Equal Opportunity Clause of this solicitation, or the clause contained in Parts II and IV of Executive Order 11246, as amended; which prohibits discrimination on the basis of race, color, creed, national origin, sex, age; and
- b. It has has not filed all required compliance reports; and
- c. Representations indicating submittal of required compliance reports signed by proposed Subcontractors will be obtained prior to Subcontract awards.

4. DISADVANTAGED BUSINESS ENTERPRISE (RC-104, MAY 07)

This representation is applicable to federally assisted contracts. By submission of this Bid, the Bidder represents that:

- a. It is is not a disadvantaged business enterprise. "Disadvantaged Business Enterprise" means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged individuals or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. "Socially and Economically Disadvantaged Individuals" is defined in Appendix B, Section 4, paragraph I; and
- b. It is is not currently certified by WMATA as a disadvantaged business enterprise.

5. AFFIRMATIVE ACTION COMPLIANCE (RC-105, MAY 07)

This representation is applicable to federally assisted contracts of \$50,000 or more that are awarded to Contractors with 50 or more employees. By submission of this Bid, the Bidder represents that:

- a. It has a workforce of employees.
- b. It has developed and has on file or has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or
- c. It has not previously had contracts subject to the written affirmative action program requirements of the rules and regulations of the Secretary of Labor.

B. CERTIFICATIONS

1. COVENANT AGAINST GRATUITIES (RC-106, MAY 07)

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement: Neither it nor any of its employees, representatives, or agents have proposed or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer, or employee of the Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the Contract.

2. CONTINGENT FEE (RC-107, MAY 07)

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. It has has not employed or retained any company or persons (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this Contract, and
- b. It has has not paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract.

3. CLEAN AIR AND WATER CERTIFICATION (RC-108, MAY 07)

This certification is applicable if the Contract will be federally assisted and the Bid exceeds \$100,000, or the Contracting Officer believes that orders under an indefinite contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413(c)(1)) or the Water Act (33 U.S.C. 1319(c)) and is listed by the U.S. Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt:

- a. Any facility to be utilized in the performance of this proposed Contract is is not currently certified by WMATA as a disadvantaged business enterprise.
- b. AFFIRMATIVE ACT listed on the EPA list of Violating Facilities;
- c. Bidder shall immediately notify the Contracting Officer, before award, of the receipt of any communications from the Administrator, or a designee of the EPA, indicating that any facility which it proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- d. Bidder shall include a certification substantially the same as this certification, including this paragraph, in every non-exempt Subcontract.

4. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (RC-109, MAY 07)

This certification is applicable to federally assisted contracts over \$25,000.

- a. Primary Covered Transactions. This certification applies to the Bid submitted in response to this invitation and will be a continuing requirement throughout the term of any resultant contract.

(1) In accordance with the provisions of subpart C of OMB guidance contained in 2 CFR part 180 as supplemented by DOT Non-procurement Suspension and Debarment regulations at 2 CFR 1200 *et. seq.*, the Bidder certifies to the best of its knowledge and belief that it and its principals:

- (a) are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) have not, within a 3-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph B.4.a(1)(b) of this Certification; and
- (d) have not, within a 3-year period preceding this Bid, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Bid.

- b. Lower Tier Covered Transactions. This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of the prime contract.
 - (1) In accordance with the provisions of subpart C of OMB guidance contained in 2 CFR part 180 as supplemented by DOT Non-procurement Suspension and Debarment regulations at 2 CFR 1200 *et. seq.*, the prospective lower tier Subcontractor certifies, by submission of this Bid, that neither it nor its principals is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
 - (2) Where the prospective lower tier Subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.
- c. The Certification required by paragraph B.4.b above shall be included in all applicable Subcontracts and a copy kept on file by the Contractor. The Contractor will be required to furnish copies of certifications to the Contracting Officer upon the Contracting Officer's request.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (RC-110, MAY 07)

- a. By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or with any other competitor, as to any matter relating to such prices;
 - (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to the opening of bids (in the case of a sealed bid solicitation) or prior to award (in the case of a negotiated procurement), directly or indirectly, to any other Bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- b. Each person signing this Bid certifies that:
 - (1) He or she is the person in the Bidder's organization responsible within that organization for the decision as to the prices being proposed herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
 - (2) He or she is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being proposed herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify.

6. CERTIFICATION OF NONSEGREGATED FACILITIES (RC-111, MAY 07)

This certification is applicable to federally assisted contracts over \$10,000.

- a. By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) It does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.
 - (2) The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Contract.

- (3) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.
- (4) It further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will:
 - (a) Obtain identical certifications from proposed Subcontractors before the award of Subcontracts under which the Subcontractor will be subject to the Equal Opportunity clause;
 - (b) Retain such certifications in its files; and
 - (c) Forward the following notice to such Subcontractors (except if the proposed Subcontractors have submitted identical certifications for specific time periods)

7. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

a. A Certification of Non-segregated Facilities must be submitted prior to award of a Subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for such Subcontract or for all Subcontracts during a period (i.e., quarterly, semiannually, or annually).

8. NONDISCRIMINATION ASSURANCE (RC-112, MAY 07)

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, in connection with this procurement that it will not discriminate on the basis of race, color, creed, national origin, sex, age in the performance of this Contract. The Bidder is required to insert the substance of this clause in all Subcontracts and purchase orders. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate. The Bidder further agrees by submitting this Bid that it will include this certification, without modification, in all Subcontracts and purchase orders.

9. CERTIFICATION OF RESTRICTIONS ON LOBBYING (RC-113, MAY 07)

This certification is applicable to federally assisted contracts if the Bid exceeds \$100,000.

- a. By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that to the best of his or her knowledge or belief:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the undersigned shall complete and submit Standard Form--LLL, "Disclosure of Lobbying Activities."

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. BUY AMERICA ACT CERTIFICATION (RC-114, MAY 07)

The Buy America requirements apply to federally assisted construction contracts and acquisition of goods or rolling stock contracts valued at more than \$100,000.

- a. By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement it will comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.
- b. Bidder must submit to the Authority the appropriate Buy America certification (below) with all Bids on FTA-funded contracts, except those subject to a general waiver. Bids that are not accompanied by a completed Buy America certification must be rejected as non responsive. This requirement does not apply to lower tier Subcontractors. Mark the applicable certifications below:

(1) Certification requirement for procurement of steel, iron, or manufactured products:

- (a) Certificate of Compliance with 49 U.S.C. 5323(j)(1) The Bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.
- (b) Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1) The Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

(DID YOU PROVIDE ME WITH A COPY OF THE LETTER AS REQUESTED?).

11. CERTIFICATION OF NON-DELINQUENT TAXES

This certification is applicable to federally-assisted contracts.

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) It has not been convicted over the past 3 years of violating any federal criminal tax law or failed to pay any tax.
- (2) It has certified if it has been notified of an unresolved tax lien or any unsatisfied federal tax delinquency in excess of \$3,000 and that it is paying tax debts through an installment agreement or have requested a collection due process hearing.
- (3) The Bidder agrees that a breach of this certification is a violation of the Federal Acquisition Regulation.
- (4) As used in this certification, the term "tax delinquency" means an outstanding debt for which a notice of lien has been filed in public records.

- (5) It further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will:
- (a) Obtain identical certifications from proposed Subcontractors before the award of Subcontracts under which the Subcontractor will be subject to Federal Acquisition Regulation;
 - (b) Retain such certifications in its files; and
 - (c) Forward the following notice to such Subcontractors (except if the proposed Subcontractors have submitted identical certifications for specific time periods):

C. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-DELINQUENT TAXES

A Certification of Non-Delinquent Taxes must be submitted prior to award of a Subcontract exceeding \$100,000, which is not exempt from the provisions of Federal Acquisition Regulation. The certification may be submitted either for such Subcontract or for all Subcontracts during a period (i.e., quarterly, semiannually or annually).

D. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS (RC-117, May 2013)

For purposes of this disclosure, terms in bold are defined by the Code of Ethics for Members of the WMATA Board of Directors a copy of which is available at www.wmata.com. Financial interest includes ownership interests and prospective and actual income. Firm includes parents, subsidiaries and affiliates.

By submission of this offer, the Bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that to the best of your knowledge, information and belief in connection with this procurement:

1. No WMATA Board Member, Household Member or Business Associate has a financial interest in this firm, in a Financial Transaction with the Authority to which this firm is a party or prospective party, or in an Actual or Prospective Business Relationship with the Authority to which this firm is a party.
2. The following WMATA Board Member(s), Household Member(s) or Business Associate(s) has a financial interest in this firm, in a Financial Transaction with the Authority to which this firm is a party or prospective party, or in an Actual or Prospective Business Relationship with the Authority to which this firm is a party. Include in Nature of Interest below a description of the financial interest and (1) for ownership interests, the value of the interest, the name and address of the firm in which the interest is held, and the total equity or equivalent interest of the firm; and (2) for income, the amount of all income received by the Board Member, Household Member or Business Associate in the current and preceding fiscal year for services provided, and the name and address of the firm from which the income was received.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

Name of Offeror: _____

Name and Title of Authorized

Representative: _____

Print and Sign Name

Title

Date

SECTION 00452

PRE-AWARD EVALUATION DATA (Submit with Bid)

Contract Number: _____

Date of Request: _____

Project Name: _____

Project Location: _____

1. Name of Firm:

2. Legal Address:

3. Legal Entity: Individual Partnership Joint venture Corporation

4. Date Organized: _____

5. State in which incorporated: _____

6. Names and Addresses of Officers or Partners:

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

7. How long has your firm been in business under its present name? _____

8. Attach as SCHEDULE ONE a list of current contracts, each with contract amount, owner, architect-engineer, and character or type of work and percentage of completion. Also, include those projects on which you are apparent low bidder, but for which you have not received an award of contract.

9. Attach as SCHEDULE TWO a list of contracts, each with contract amount, owner, architect engineer, and character or type of work, for contracts completed in the last 5 years.

10. Attach as SCHEDULE THREE a list of **all current WMATA contracts**, each with title, description, name of contracting officer, date of award, period of performance/duration, and contract amount.

11. What is the estimated work placement value required per year to complete the work described in SCHEDULES ONE, TWO, and THREE:

2015 \$ _____

2016 \$ _____

2017 \$ _____

12. Have you ever been denied an award on which you were low bidder? Yes No If the answer is YES, attach as SCHEDULE FOUR the full particulars regarding each occurrence.
13. Have you ever failed to complete any contract, other than current ongoing projects, within the last five (5) years?
- Yes No If the answer is YES, attach as SCHEDULE FIVE, the full particulars regarding each occurrence.
14. Have you ever been assessed liquidated damages or actual damages for late completion within the last five years? Yes No If the answer is YES, attach as SCHEDULE SIX the full particulars regarding each occurrence.
15. Financial resources available as working capital for this Contract:
- a. Cash on hand: \$ _____ Date: _____
- b. Sources of credit: _____
16. Attach as SCHEDULE SEVEN certified financial statements for the last two (2) years and letters from banks regarding credit as required by Section 00200, INSTRUCTIONS TO BIDDERS, of this Contract.
17. Attach as SCHEDULE EIGHT the design and construction experience of each officer and principal individual of your organization; include present position, years of design and construction experience, magnitude and type of work, and in what capacity.
18. What percentage of the Work (Contract amount) do you intend performing with your own personnel?
_____ %
19. Attach as SCHEDULE NINE a list of all Subcontractors and the percentage and character of work (contract amount) which each will perform.
20. Attach as exhibits completed Bid Data Forms for each of the Subcontractors listed in SCHEDULE TEN above.
21. If the Contractor or Subcontractor is a joint venture, submit Bid Data Forms for each member of the joint venture.

The above information is confidential and will not be divulged to any unauthorized person or persons. The signatory of this questionnaire certifies to the truth and accuracy of all statements, answers, and attachments.

For: _____ DUNS # _____
(Name of Firm)

Dated: _____

Signature _____ Title _____

Location: _____

SECTION 00453
DISADVANTAGED BUSINESS ENTERPRISE (DBE) DATA

(Submit with the Bid)

For Disadvantaged Business Enterprise (DBE) Data and forms, refer to Appendix B of Section 00400, BID FORMS AND SUPPLEMENTS.

THIS PAGE NOT USED

SECTION 00492
BID AS ACCEPTED

- A. **Instructions:** Insert here the Bid as Accepted.
- B. See Section 00910, AMENDMENTS, for Amendment Letters.

THIS PAGE RESERVED

END OF SECTION

SECTION 00500
AGREEMENT

NOTICE TO BIDDERS:

- A. This Section includes the Contract Form to be submitted by the successful Bidder and represents the legal instrument binding the two parties to the Work once the document is signed by the Authority and the Contractor.
- B. The following form is included for the Contractor's information and use in the event Bidder is awarded the Contract. It is not required to be submitted with the Bid.

THIS PAGE NOT USED

**SECTION 00510
CONSTRUCTION CONTRACT FORM**

Contractor Name: _____

**SECTION 00510
CONSTRUCTION CONTRACT FORM**

Contractor: -----

[insert contractor name]

Contract Number: _____

[insert contract number]

Date: _____

[insert contract date]

Contract For: _____

[insert contract name/type]

Contract Price: \$ _____

[insert contract price]

Period of Performance: _____

[insert # of calendar days] calendar days

In consideration of the covenants contained herein, the Washington Metropolitan Area Transit Authority (hereinafter called the Authority), represented by the Contracting Officer executing this Contract, and the individual, partnership, joint venture, or corporation named above (hereinafter, the Contractor), mutually agree to perform this Contract in strict accordance with its provisions. The Contract consists of: the IFB Documents and all documents referenced or attached to the IFB Documents including the following:

1. Bid as finally accepted.
2. Other publications referenced in the IFB Documents.
3. Amendment Number(s):-----

[insert amendment numbers]

ALTERATIONS: The following alterations were made to this Contract before it was signed by the parties hereto:

In Witness Whereof, the parties hereto have executed this Contract as of the date entered above.

Attest _____ [insert contractor name]
*By: _____
[insert contractor name]

Attest _____ *By: _____
[insert contractor name]

Attest _____ *By: _____

Washington Metropolitan Area Transit Authority

By: _____

*NOTE: Execution for the Contractor that is an individual, corporation or partnership shall be accompanied by the Power of Execution (Section 00542) that follows. A Joint Venture Contractor must complete the Power of Attorney (Section 00541) that follows. All persons executing this Contract must complete the appropriate Certification of the person's authority to act on behalf of the Contractor.

SECTION 00540
ATTACHMENTS TO THE CONTRACT

The following attachments to supplement the Agreement Form are included for the Bidder's information and use in the event Bidder is awarded the Contract. They are not required to be submitted with the Bid.

THIS PAGE RESERVED

**SECTION 00541
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS,

that _____,

[Insert names of all venturers of the joint venture]

constituting all of the venturers of the joint venture known as

[Insert name of the joint venture]

which is desirous of entering into a contract with the

Washington Metropolitan Area Transit Authority,

do hereby designate and appoint

[Inserted name of appointed venture]

one of the venturers hereinafter called the "Managing Sponsor," as their true and lawful attorney with the power, on their behalf and in the name and on behalf of the joint venture, to represent and bind the undersigned and the joint venture in all matters in connection with Contract, to make, execute, seal, and deliver on behalf of the joint venture and as its act and deed, any and all contracts, change orders, monthly and final payment certificates, and other like instruments. The undersigned specifically acknowledge and agree that the execution of such Bid or Contract by the Managing Sponsor shall constitute the agreement of each venturer to be jointly and severally liable for any and all of the duties and obligations of the joint venture arising from such Bid or Contract.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney

this _____ day of _____, 20_____.

Attest _____

By: _____

Attest _____

By: _____

Attest _____

By: _____

THIS PAGE NOT USED

SECTION 00542
POWER OF EXECUTION

KNOW ALL PERSONS BY THESE PRESENTS,

that _____,

constituting all of the venturers of the joint venture known as

_____,

which is desirous of entering into a contract with the

Washington Metropolitan Area Transit Authority,

do hereby designate and appoint

_____,

one of the venturers hereinafter called the "Managing Sponsor," as their true and lawful attorney with the power, on their behalf and in the name and on behalf of the joint venture, to represent and bind the undersigned and the joint venture in all matters in connection with Contract, to make, execute, seal, and deliver on behalf of the joint venture and as its act and deed, any and all contracts, change orders, monthly and final payment certificates, and other like instruments. The undersigned specifically acknowledge and agree that the execution of such Bid or Contract by the Managing Sponsor shall constitute the agreement of each venturer to be jointly and severally liable for any and all of the duties and obligations of the joint venture arising from such Bid or Contract.

IN WITNESS WHEREOF, the undersigned have executed this Power of Execution

this _____ day of _____, 20_____.

Attest _____

By: _____

Attest _____

By: _____

Attest _____

By: _____

THIS PAGE NOT USED

SECTION 00550
NOTICE TO PROCEED (NTP)

THIS PAGE RESERVED

END OF SECTION

SECTION 00600
BONDS AND CERTIFICATES

This Section includes bond forms required to be submitted by the Contractor.

THIS PAGE NOT USED

SECTION 00610
BOND REQUIREMENTS

- A. Requirements: Within 10 Days after the prescribed forms are presented for signature to the Bidder to whom award is made, a written Contract and Attachments (Power of Attorney and Power of Execution) on the forms provided in Section 00500, AGREEMENT, shall be executed and delivered to the Contracting Officer, together with a performance bond and payment bond if the Contract 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 U. S. 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 Contract Price.
 1. Payment Bond: The penal sum of the payment bond shall equal 100 percent of the Contract Price.
- B. Failure to Furnish: In the event the required bonds are not furnished as specified, the Contracting Officer may issue the Notice To Proceed, however, no payment will be made to the Contractor until the required bonds are furnished.

THIS PAGE NOT USED

SECTION 00611
PERFORMANCE BOND

BIDDER'S INFORMATION NOTICE: The following is included for the Bidder's information and use in the event Bidder is awarded the Contract. It is not required to be submitted with the Bid.

Contract Number: _____

Date: _____

Penal Sum of Bond: \$ _____

Date Bond Executed: _____

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

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

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

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

Principals

1. Firm Name _____ [insert corporate seal]
Firm Address _____

Name Title
State of Incorporation: _____

2. Firm Name _____ [insert corporate seal]
Firm Address _____

Name Title
State of Incorporation: _____

3. Firm Name _____ [insert corporate seal]
 Firm Address _____

 Name Title
 State of Incorporation: _____

Corporate Surety(ies)

Surety A Firm Name _____ Liability Limit: [insert
 Firm Address _____ \$ _____ corporate seal]

 Name Title
 State of Incorporation: _____

Surety B Firm Name _____ Liability Limit: [insert
 Firm Address _____ \$ _____ corporate seal]

 Name Title
 State of Incorporation: _____

Surety C Firm Name _____ Liability Limit: [insert
 Firm Address _____ \$ _____ corporate seal]

 Name Title
 State of Incorporation: _____

Attach additional pages as needed.

Bond		
Premium	Total Premium	\$ _____
Schedule		

Performance Bond Instructions:

1. This form is authorized for use in connection with contracts for construction work or the furnishing of labor, materials, equipment, supplies, and services.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of their authority must be furnished.
3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where

more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)".

SECTION 00612
PAYMENT BOND

Contract Number: _____

Date: _____

Penal Sum of Bond: \$ _____

Date Bond Executed: _____

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

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

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

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

the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

- c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

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

Principals

1. [insert firm name] [insert corporate seal]
[insert firm address]

[insert name and title and sign on line above]
State of Incorporation: [insert state]

2. [insert firm name] [insert corporate seal]
[insert firm address]

[insert name and title and sign on line above]
State of Incorporation: [insert state]

3. [insert firm name] [insert corporate seal]
[insert firm address]

[insert name and title and sign on line above]
State of Incorporation: [insert state]

Corporate Surety(ies)

- Surety A [insert firm name] Liability Limit: [insert corporate seal]
[insert firm address] \$[insert sum]

[insert name and title and sign on line above]
State of Incorporation: [insert state]

- Surety B [insert firm name] Liability Limit: [insert corporate seal]
[insert firm address] \$[insert sum]

[insert name and title and sign on line above]
State of Incorporation: [insert state]

- Surety C [insert firm name] Liability Limit: [insert corporate seal]
[insert firm address] \$[insert sum]

[insert name and title and sign on line above]
State of Incorporation: [insert state]

Attach additional pages as needed.

Payment Bond Instructions

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

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SECTION 00613

PERFORMANCE AND PAYMENT BONDS (ADDITIONAL BOND SECURITY)

- A. If any surety upon any performance bond furnished in connection with this Contract becomes unacceptable to the Contracting Officer, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Contracting Officer, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the Authority and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

- B. If any surety upon any payment bond furnished in connection with this Contract becomes unacceptable to the Contracting Officer, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Contracting Officer, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the Authority and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

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SECTION 00620
CERTIFICATES

- A. This Section provides an area for conforming the IFB Documents with required Affidavits and Certificates provided by the Contractor; i.e., Certificates of Acceptance, Application for Payment, Insurance, Compliance including ADAAG Design and Construction Compliance and Checklists, Substantial Completion, Acceptance, and Final Payment.
- B. Instructions: Insert here all required Certificates to conform to the Contract Documents.

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END OF SECTION

SECTION 00700
GENERAL CONDITIONS

This Section includes a compilation of contractual and legal requirements that list the rights, responsibilities, and relationships of the parties to a Contract and defines duties and limits of authority for design professionals and construction management in performance of contract administration. This Section shall be read in conjunction with Section 00800, Supplementary Conditions, which specifies modifications to these General Conditions, and which will be cited using the same last 2 digits of the Section number; i.e., a modification to Section 00724 will be indicated as Section 00824.

00701 DEFINITIONS

- A. As used throughout the Contract Documents, the following terms shall have the meanings set forth below:
1. **Acceptance:** Acknowledgement by the Authority of full and satisfactory physical completion and commissioning of all Work including Punch List items, all in accordance with the Contract Documents.
 2. **Agreement:** The Authority's form titled "Construction Contract Form" in this Invitation for Bid (IFB) that, upon execution by the Contractor and the Authority, creates the Contract between the two parties.
 3. **Amendment:** Written or graphic instructions issued to clarify, revise, add, or delete IFB requirements that are issued before the execution of the Agreement.
 4. **Approval of a Submittal or any other item** shall be solely for the purpose of establishing conformance to the Contract Documents.
 5. **As shown, as indicated, as detailed or words of similar import:** Shall be understood to mean that the reference is made to the Contract Documents.
 6. **As specified, as described, or words of similar import:** Shall be understood to mean that the reference is made to the Contract Documents.
 7. **Authority:** The Washington Metropolitan Area Transit Authority, created effective February 20, 1967, by Interstate Compact by and between Maryland, Virginia, and the District of Columbia, pursuant to Public Law 89-774, approved November 6, 1966.
 8. **Bid:** The written offer of a Bid submitted to the Authority as required by the Invitation for Bid (IFB).
 9. **Bidder:** The prospective Contractor who submits a Bid to perform the Work of the Contract.
 10. **Board of Directors:** The Board of Directors of the Washington Metropolitan Area Transit Authority.
 11. **Claim:** A written demand or assertion by the Contractor seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms, or other relief, arising under or relating to this Contract.
 12. **Contract:** The written Agreement between the Authority and the Contractor covering the Work as set forth in the Contract Documents.

13. **Contract Documents:** The documents consist of the IFB Documents, all Amendments issued before the effective date of the Agreement, and all Modifications issued after the effective date of the Contract; the Notice to Proceed; including the Contractor's Bid, as finally accepted by the Authority.
14. **Contracting Officer:** An employee with authority duly delegated from the powers of the Chief Procurement Officer to legally bind the Authority by signing a contractual instrument. The Contracting Officer is the Authority's primary point of contact for pre-award administration, Modifications above the limits of the Contracting Officer Representative, and Final Settlement.
15. **Contracting Officer Representative:** The person to whom the Contracting Officer delegates the authority and responsibility for post award execution of the Contract. The Contracting Officer Representative is the Authority's primary point of contact with its Contractor.
16. **Contractor:** The individual, partnership, firm, corporation, or other business entity that is contractually obligated to the Authority to furnish, through itself or others, the construction services described in the Contract, including all incidentals which are necessary to complete the Work in accordance with the Contract.
17. **Contract Price:** The amount payable to the Contractor under the terms and conditions of the Contract based on lump sum prices, unit prices, fixed prices, or combination thereof, with adjustments made in accordance with the Contract.
18. **Day:** Calendar day except where the term working day or like term is used.
19. **Designer:** The individual, partnership, firm, corporation or other business entity that is either the Contractor, or employed or retained by the Contractor, to manage and perform the design services for the Project.
20. **Equivalent:** Equal or better quality and performance to that specified in the Contract Documents.
21. **Final Payment:** The last payment made to the Contractor following Acceptance of the Work. For full description, refer to Section 00755, FINAL PAYMENT.
22. **General Conditions:** A compilation of contractual and legal requirements that lists the rights, responsibilities, and relationships of the parties to a contract and defines duties and limits of authority for design professionals and construction management in performance of contract administration.
23. **General Requirements:** A compilation of the conditions and performance requirements (Division 1) peculiar to the specific contract that govern the execution of the design and construction work.
24. **IFB (Invitation for Bid) Documents:** The documents as defined in Section 00301, IFB DOCUMENTS.
25. **Industry Standards:** Drawings, documents, and specifications or portions thereof published by industry organizations. Industry Standards are not Contract Documents unless specifically listed as such in a WMATA Standard Specification or WMATA Guide Specification.
26. **Jurisdictional Authority:** Refers to Federal, State, and local authorities or agencies having approval authority over work to which reference is made.

27. Legal Requirements: All federal, state and local laws, ordinances, rules, orders, decrees, and regulatory requirements such as: building codes, mechanical codes, electrical codes, fire codes, Americans with Disabilities Act Accessibility Guidelines (ADAAG) regulations and other regulations of any government or quasi-government entity that are applicable to the Project.
28. Milestone: A specified date in the Contract by which the Contractor is required to complete a designated portion or segment of the Work.
29. Modification: A written document issued pursuant to Section 00748, CHANGES, which alters the scope of the Work, the Schedule, the Contract Price, the Period of Performance, or makes any other change to the Contract after award or execution of the Contract.
30. Notice to Proceed: Written notice issued by the Authority establishing the date on which the Contractor may commence Work and directing the Contractor to proceed with all or a portion of the Work.
31. Operations Readiness Date (ORD): The date upon which WMATA certifies that the system and equipment are complete and capable of supporting revenue rail service.
32. Option: A unilateral right in the Contract by which, for a specified time, the Authority may elect to purchase, at a predetermined price specified in the Contract, additional equipment, supplies, services, or work called for by the Contract.
33. Period of Performance: The time allotted in the Contract Documents for completion of the Work. The Period of Performance begins upon the effective date of the Notice to Proceed and ends on the date of Acceptance. Period of Performance incorporates the Milestones established for the Contract.
34. Product Data: Information furnished by the Contractor to describe materials used for some portion of the Work, such as written or printed descriptions, illustrations, standard schedules, performance charts, instructions, brochures, and diagrams.
35. Project: The construction of the facility described in the Contract Documents.
36. Punch List: Work that remains to be completed after Substantial Completion. This Work must be completed as a condition of Final Completion and Acceptance.
37. Request for Information (RFI): The document by which the Bidders or Contractor request clarification, verification, or information concerning a portion of the IFB or the Work.
38. Shop Drawings: Fabrication, erection, layout, setting, schematic, and installation drawings prepared by the Contractor for permanent structures, equipment, and systems designed by it to comply with the Contract Documents.
39. Similar: Generally the same but not necessarily identical; details shall be worked out in relation to location and relation to other parts of the Work.
40. Site: The areas that are occupied by or used by the Contractor and Subcontractors during performance of the construction of the Project as indicated in the Contract Documents.
41. Subcontract: Any Contract between the Contractor and a Subcontractor, or between Subcontractors of any tier, to perform a portion of the Work.
42. Subcontractor: An individual, firm, partnership, or corporation that has a contractual obligation with the Contractor or other Subcontractor or Supplier.

43. Submittal: Written or graphic document or Sample prepared for the Work by the Contractor or a Subcontractor or Supplier and submitted to the Authority by the Contractor, including Shop Drawings, Product Data, Samples, certificates, schedules of material, or other data.
44. Substantial Completion: Work or a portion thereof that has progressed to the point where it is sufficiently complete in accordance with the Contract Documents (including receipt of test and inspection reports) so that the Work, or a specified portion thereof, can be utilized for the purpose for which it is intended, and only incidental work remains for physical completion of the Work in accordance with the Contract Documents.
45. Substitution: An item offered by the Contractor of significant difference in material, equipment, or configuration, which functionally meets the requirements of the Contract Documents but is submitted in lieu of item specified therein.
46. Supplementary Conditions: The term Supplementary Conditions means modifications to the General Conditions for requirements unique to a specific project.
47. Supplier: A Subcontractor who is a manufacturer, fabricator, supplier, distributor, or vendor having a contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work of the Contractor or any Subcontractor.
48. Utility: A public and private facility or installation, other than a WMATA system facility, which relates to (1) the conveyance and supply of water, sewage, gas, chemicals, steam, petroleum products, and other piped installations, or (2) electrical energy, telephone, telegraph communications, radio, television, and cellular or wireless communications.
49. Utility Standards: Drawings and specifications for Utilities published or issued by municipalities or Utility companies.
50. WMATA CAD Manual: Document that establishes drafting criteria for drawings and electronic files that provide templates for drawing/plotter configuration to Bidders and Contractor.
51. WMATA Manual of Design Criteria: Document that outlines the design criteria and process requirements that must be followed for the submittal of project information to WMATA, and measures that are required when constructing a project in the vicinity of, or impacting WMATA systems and facilities.
52. WMATA Safety Manual: A compilation of the appropriate safety and reporting requirements for the Project as specified in Section 00370, WMATA SAFETY AND SECURITY REQUIREMENTS.
53. WMATA Safety and Security Certification Program Plan: A compilation of the appropriate System safety and security certification requirements for the Project.
54. Work: All design and construction services, including supervision, quality control and quality assurance, labor, materials, machinery, equipment, tools, supplies and facilities required to complete the Project, or the various separately identifiable parts thereof including but not limited to Safety, Security, System Safety Certification and Commissioning requirements, in accordance with the terms of the Contract.
55. Working Drawings: Plans prepared by the Contractor for temporary structures 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 but which do not become an integral part of the completed Project as specified in Section 01330, SUBMITTAL PROCEDURES.

00702 ORDER OF PRECEDENCE

- A. Any inconsistency in this invitation or Contract shall be resolved by giving precedence in the following order:
1. Supplementary Conditions in Section 00800, SUPPLEMENTARY CONDITIONS.
 2. General Conditions in Section 00700, GENERAL CONDITIONS.
 3. General Requirements - Division 1
 4. Specifications
 5. Drawings
- B. In the event of a conflict within, between, or among the above listed order of precedence, the more stringent requirement shall apply.

00703 GENERAL REQUIREMENTS, DRAWINGS, AND SPECIFICATIONS

- A. During the construction of the Project, the Contractor shall keep at the jobsite a copy of the Contract Documents. The Contractor shall at all times give the Contracting Officer Representative access thereto.
- B. The Sections of Division 1, General Requirements, procedures shall govern the execution of the Work of the Contract.
- C. Anything mentioned in the Contract Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Contract Specifications, shall be of like effect as if shown or mentioned in both.
- D. In case of discrepancy between the Contract Specifications and Contract Drawings, the Contract Specifications shall govern. In case of discrepancy among the figures within the Contract Drawings, the matter shall be promptly submitted in writing to the Contracting Officer in accordance with Section 01330, SUBMITTAL PROCEDURES, who will promptly make a determination in writing. Notification of conflicts among the requirements and criteria either indicated in the Contract Specifications, Contract Drawings, or required by local, State, or Federal jurisdictions or Utilities, that affect the scope, cost, or quality of the Work, shall be promptly submitted in writing to the Contracting Officer for a written determination in accordance with Section 01330, SUBMITTAL PROCEDURES. Any adjustment by the Contractor without such a determination shall be at the Contractor's own risk and expense.
- E. Wherever in the Specifications the imperative form is used such as the words "directed," "ordered," "designated," "prescribed," or words of like import, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription" of the Contracting Officer is intended, and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean "approved by," "acceptable to," or "satisfactory to" the Contracting Officer.
- F. Should it appear that the Work to be performed is not sufficiently detailed or explained in the Contract Documents, then the Contractor shall promptly apply to the Contracting Officer in writing in accordance with Section 01330, SUBMITTAL PROCEDURES, for such written explanations as may be necessary and shall conform to the explanation provided. The Contractor shall promptly notify the Contracting Officer Representative in accordance with Section 01330, SUBMITTAL PROCEDURES, of all errors, omissions, inconsistencies, or other defects including inaccuracies, which it may discover in the Contract Documents, and shall provide options to the Contracting Officer Representative to remedy such errors, omissions, or other defects, and shall obtain in writing from the Contracting Officer Representative specific instruction regarding any such error, omission, or defect before proceeding with the design work affected thereby. Omission of details of the Work from the Contract Documents or the mis-description

of details of work, which are necessary to carry out the intent of the Contract Documents, or which are customarily preformed, shall not relieve the Contractor from performing such omitted work, no matter how extensive, or wrongly described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Contract Documents, without entitlement to a Modification hereunder.

00704 INTENT OF CONTRACT

- A. The Contractor shall, upon execution of this Contract and receipt of the Notice to Proceed (NTP), perform all work as defined herein to complete the Project as described in this Contract.
- B. It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. All work, materials, or equipment that may reasonably be inferred from the Contract Documents, from prevailing custom, or from trade usage as being required to produce the intended results will be furnished and performed whether or not specifically called for. Unless otherwise defined in the Contract, when words or phrases having a well-known technical, construction industry, or trade meaning are used to describe work, labor, services, materials, tools, or equipment, such words or phrases shall be interpreted in accordance with that meaning.
- C. The Contractor accepts the relationship of trust and confidence established between it and the Authority by the Contract. The Contractor agrees to furnish the architectural, engineering, and construction services set forth herein, and agrees to furnish efficient business administration and superintendence, including quality control and quality assurance, and use its best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the requirements of the Contract Documents.
- D. The Contractor shall be responsible for performing or furnishing construction services and related services and require its Subcontractors to perform the services in accordance with the best general practice as specified in Section 01111, KEY CONTRACTOR STAFF. Only new materials and workmanship of best standard quality shall be used. Unless otherwise specified, the Contractor shall furnish all work, services, labor, materials, tools, equipment, and incidentals, which are necessary to complete the Work in a proper, substantial, and workmanlike manner in accordance with the Contract Documents.
- E. Nothing contained in these Contract Documents shall create a contractual relationship between the Authority and any party other than the Contractor. However, it is understood and agreed that the Authority is an intended third party beneficiary of all contracts for design, engineering, or construction services and all such Subcontracts, purchase orders, and other agreements between the Contractor and third parties related to those services. The Contractor shall incorporate the obligations of this Contract into its respective Subcontracts, supply agreements, and purchase orders.

00705 LEGAL REQUIREMENTS

- A. The Contractor shall perform the Work in accordance with all Legal Requirements as specified in Section 01420, REFERENCES, and in Section 00706, PERMITS AND RESPONSIBILITIES. The Contract Price and Period of Performance will be adjusted to compensate the Contractor for the effects of changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions the Contractor is required to make to the Contract Documents because of changes in Legal Requirements.
- B. The Contractor's failure to construct the Work in conformance with all applicable Legal Requirements in force as of the Notice to Proceed shall not be the basis for a change to either the Contract Price or Period of Performance. The Contractor shall remedy all such failures construct the Work in conformance with all such Legal Requirements at its own expense.

- C. The Contractor shall be responsible for remaining informed of all changes in the Legal Requirements that may occur after the Notice to Proceed and shall perform the Work in accordance with such changed Legal Requirements.

00706 PERMITS AND RESPONSIBILITIES

- A. The Contractor shall, without additional expense to the Authority, be responsible for obtaining necessary licenses, permits not provided by the Authority, and easements and for complying with applicable International, Federal, State, local, or municipal laws, codes, or regulations in connection with the prosecution of the Work. Permits provided by the Authority are noted and attached in Section 00806, PERMITS AND RESPONSIBILITIES.
- B. The Contractor shall be responsible for understanding the requirements, review, and approval processes of the Project's related governmental and regulatory agencies. The Contractor acknowledges that governmental and regulatory agencies may require a significant amount of time to review, process, and approve permit applications. Consequently, the Contractor's Project Schedule shall include adequate time to address review of permits, and even then adjustments to the Contractor's work plan may be needed due to the actual requirements, review, processing, and inspection times.
- C. The Contractor further recognizes the necessity to schedule permit-related inspections well in advance and make all reasonable accommodation necessary to facilitate said inspections so as to avoid delay in progressing or completing the Work. Any delay resulting from scheduling permit-related inspections of any kind will not be a basis for a delay Claim.
- D. For delays in obtaining the necessary permits, which exceed scheduled durations, are beyond the control and without the fault or negligence of the Contractor and will result in a delay of the commencement of work, the Contractor may be granted a non-compensable extension of time for the performance of the Contract corresponding to the delay, provided the Contractor notifies the Contracting Officer Representative immediately upon first encountering the delay. The Contractor shall keep the Contracting Officer Representative informed as to the estimated length of the requested delay.
- E. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence or that of its Subcontractors or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, subject to an allocation or proportion of any such liability, loss, cost, or expense if caused in part by a party indemnified hereunder. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and Acceptance of the entire Work, except for any completed unit of construction thereof, which theretofore may have been Accepted in writing by the Authority.

00707 NOT USED

00708 REQUIREMENTS FOR PROFESSIONAL REGISTRATION

- A. All architecture, engineering, and other design services rendered by or through the Contractor under this Contract shall be accomplished, reviewed, and approved by Designers licensed to practice in the particular professional field involved in the jurisdiction in which the Project being designed will be constructed. The Contractor shall comply with local laws regarding the licensing of design firms and personnel providing services for the Project.

00709 PROJECT MANAGEMENT AND SUPERINTENDENCE AND KEY STAFF

- A. The Contractor shall provide project management and direct superintendence of the Work.
- B. The Contractor shall provide personnel for the positions specifically identified by the Authority in this Contract as required Key Staff, and for any other positions the Contractor deems necessary for the

successful execution during performance of the Work. Also, see Section 01111, CONTRACTOR KEY STAFF, for responsibilities of key personnel. All positions shall be filled by competent personnel satisfactory to the Contracting Officer Representative. Each position shall be held by a separate full-time employee unless otherwise specifically approved by the Authority. Individuals holding these, or any key position, shall not be changed without permission of the Contracting Officer Representative. The Contractor shall acquire written Authority approval for substitutions of key personnel as specified in Section 01111, CONTRACTOR KEY STAFF. The Contractor shall provide the Authority with all information as may be reasonably requested regarding substitutions and proposed substitutions. The substitutions and proposed substitutions shall share similar or better qualities than the personnel being substituted. The Authority shall be entitled to satisfactory performance of all services described in this Contract, and the Contractor shall promptly remove from the Project any employee or other person performing services hereunder in an unsatisfactory manner.

- C. The Contractor shall present, as specified in Section 00725, COMMENCING THE WORK, and Section 01111, CONTRACTOR KEY STAFF, credentials of the Key Staff to the Contracting Officer Representative for the Contracting Officer Representative's review and acceptance in accordance with Section 01330, SUBMITTAL PROCEDURES.

00710 WORK BY CONTRACTOR

- A. The Contractor shall perform, with its own organization, work equivalent to at least the percentage specified in Section 00810, WORK BY CONTRACTOR, for the construction work.
- B. The percentage shall be determined by the dollar value of the construction work done by its own organization in comparison to total value of construction work in the Contract. The cost of the work performed by skilled and unskilled labor carried on the Contractor's own payroll, together with the cost of materials installed, may be included in the above percentage. The Contractor's markup for overhead and profit on work performed by Subcontractors shall not be included in determining the percentage.
- C. If, during the progress of the Work, the Contractor requests a reduction in such percentage, and if the Contracting Officer Representative determines that it would be to the Authority's advantage, the Contracting Officer Representative may approve such a reduction at its sole discretion.

00711 SUBCONTRACT AGREEMENTS

- A. After Contract award, the Contractor will be required to submit copies of a conformed and signed Subcontract agreements with all Subcontractors to be used on the Contract to the Contracting Officer or designee with the price deleted. The terms of payment shall be in conformance with Section 00744, Method of Payment. The Divisions or Sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or to limit the Work performed by a trade.
1. The Contractor shall not enter into Subcontracts totaling in amount more than the percentage of the total Contract Price permissible under Section 00710, WORK BY CONTRACTOR, without the written permission of the Contracting Officer.
 2. No Subcontractor will be permitted to perform work at the Site until the Subcontractor, or the Contractor, in compliance with the provisions of Section 00777, INDEMNIFICATION AND INSURANCE REQUIREMENTS, has furnished satisfactory evidence of insurance as required.
 3. The Authority or its representatives will not undertake to settle any difference between the Contractor and its Subcontractor or between Subcontractors.

00712 OTHER CONTRACTS

- A. The Authority may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Authority employees and carefully fit its own work to such additional work as may be directed by the Contracting Officer Representative. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by Authority employees.
- B. The Contractor shall conduct all work in a manner that will minimize interference with the operations of other contractors and Authority employees, if any, involved in the performance of related work. All work shall be brought to a stage of completion that will conform to the Contract Documents.

00713 CONFIDENTIALITY

- A. The Contractor or its Subcontractors shall not divulge any confidential information, which is so designated by the Authority to Contractor or its Subcontractors or acquired in the course of performance of the Work under this Contract.

00714 CONDITIONS AFFECTING THE WORK

- A. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof as described in Section 01711, ACCEPTANCE OF CONDITIONS. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing work without additional expense to the Authority. The Authority assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Contract.

00715 SITE INVESTIGATION

- A. The Contractor acknowledges that it has investigated and satisfied itself as to the conditions affecting the Work including, but not restricted to, those bearing upon transportation, disposal, handling, and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, river stages, tides, or similar physical conditions at the Site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the Work as described in Section 01711, ACCEPTANCE OF CONDITIONS. The Contractor further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site, including all exploratory work done by the Authority, as well as from information provided by the Authority and made a part of this Contract, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon at the time of the submission of its Bid as described in Section 01711, ACCEPTANCE OF CONDITIONS. Nothing in this requirement shall be construed as being determinative of the character, scope, or extent of the Work required under this Contract. Any failure by the Contractor to acquaint itself with the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Authority assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Authority.

00716 PRECONSTRUCTION INSPECTION

- A. Conditional inspection of buildings or structures in the immediate vicinity of the Project, which may reasonably be expected to be affected by the Work, will be performed by and be the responsibility of the Contractor.
- B. Prior to beginning excavation or any other work, the Contractor shall inform the Authority of buildings or structures on which it intends to perform work or which performance of the Work will affect.

- C. The Authority shall be provided sufficient notice of this inspection and afforded an opportunity to participate in the inspection. The Contractor shall submit for Approval the preconstruction inspection records as specified in Section 01711, ACCEPTANCE OF CONDITIONS, to the Authority prior to beginning work.

00717 DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before such conditions are disturbed, notify in writing as described in Section 01711, ACCEPTANCE OF CONDITIONS, the Contracting Officer, through the Contracting Officer Representative, of subsurface or latent physical conditions at the Site differing materially from those indicated in this Contract or unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for this Contract .
- B. The Contracting Officer Representative will promptly investigate the conditions, and if the Contracting Officer Representative finds that such conditions do materially so differ and cause an increase or decrease, in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment will be made and the Contract modified in writing accordingly.
- C. No claim of the Contractor under this Section will be allowed unless the Contractor has given the notice required in Paragraph A above; provided, however, the time prescribed therefore may be extended by the Contracting Officer Representative.
- D. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after Final Payment under this Contract.

00718 ROLE OF THE AUTHORITY

- A. The character and extent of the Work to be performed by the Contractor shall be subject to the general oversight and general approval of the Authority.
- B. The Authority will not supervise, direct, or have control over, or be responsible for, the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incidental to the Work, or for any failure of the Contractor to comply with Legal Requirements as specified in Section 00705, LEGAL REQUIREMENTS. The Authority will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

00719 AUTHORITY REVIEWS

- A. The Authority will review information submitted by the Contractor, furnish required information and required approvals, and render decisions pertaining thereto, all in a timely manner in order to facilitate the orderly progress of the Work in cooperation with the Contractor and in accordance with the planning, scheduling, and budgetary requirements and constraints of the Project.
- B. The Authority will review and Approve Submittals solely for the purpose of establishing their conformance to the Contract Documents. Such review and Approval shall not be deemed to transfer any liability from the Contractor to the Authority.
- C. The Authority will review and Approve identified construction Submittals solely to determine if the items covered by the Submittal will, after installation or incorporation in the construction, conform to the requirements set forth in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Construction Submittals requiring Authority review and Approval are specified in Contract Specifications. Construction Submittals not so specified shall be submitted to the Authority for information only. The Authority's review and Approval of construction Submittals will not extend to means, methods, techniques, sequences, or

procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by these Contract Documents) or to safety precautions or programs incidental thereto. The Authority's Approval will be general and shall not be construed as: (1) permitting any departure from the Contract Documents; (2) relieving the Contractor of the responsibility for any errors including details, dimensions, and materials; or, (3) approving departures from details furnished by the Contractor or the Authority except as otherwise specified.

- D. The Authority reserves the right to review Submittals and to disapprove any Submittal when, in its sole judgment, the Submittal deviates from the requirements of the Contract Documents and compromises the integrity of the construction element. The Authority's review, Approval, or acceptance of any Submittal required under this Contract shall not be construed to operate as a waiver of the Contractor's responsibility for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, construction, and other services provided by the Contractor under this Contract.
- E. For the Authority's procedures for reviewing and approving Submittals, refer to Section 01330, SUBMITTAL PROCEDURES, and Section 01775, CLOSEOUT.

00720 SUBMITTALS

- A. The Contractor shall Submit for review and approval a preliminary Schedule of Required Submittals, as described in Section 01330, SUBMITTAL PROCEDURES, that the Authority reserves the right to review and Approve, and the times for submitting, reviewing, and processing each Submittal.
- B. The Contractor shall maintain a Contract Document Submittal Log as described in Section 01330, SUBMITTAL PROCEDURES, to show the status of all Submittals. The submittal log and all Approved Submittals shall be kept at the Project Site and shall at all times be made available for Authority inspection. Approved Submittals and certificates shall be turned over to the Authority at the completion of the Project as part of the Project records in accordance with Section 01775, CLOSEOUT.
- C. The Authority will, in a timely manner, review and Approve those Submittals that it deems necessary and as described in Section 01330, SUBMITTAL PROCEDURES, and Section 01775 CLOSEOUT, during the construction and closeout of the Project. The Authority's review of Submittals shall be solely for the purposes stated in Section 00719, AUTHORITY REVIEWS. The Authority's review and Approval of separate items, as such, will not indicate Approval of the assembly in which the item functions. The Contractor shall make corrections to Submittals as required and shall return corrected copy for additional review and Approval.
- D. The Authority's review and Approval of any Submittal that it deems necessary to review and Approve will not relieve the Contractor from responsibility for any variations from the requirements of the Contract Documents unless the Contractor has in writing called the Authority's attention to each such variation at the time of submission in the Submittal letter of transmittal, and the Authority has given written Approval of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.
- E. Where a Submittal is required by the Contract Documents, any related work provided prior to the appropriate review and Approval of a Submittal shall be at the sole risk, expense, and responsibility of Contractor.

00721 VALUE ENGINEERING INCENTIVE

- A. This Section applies to those Value Engineering Change Proposals (VECPs), which are initiated and developed by the Contractor during the performance of the Contract to modify requirements of this Contract. In order to be accepted under this Section, each VECP shall:

1. Be identified by the Contractor at the time of submittal to the Contracting Officer Representative as submitted pursuant to this Section using the prescribed Authority VECP Proposal form;
 2. Require a significant change to this Contract;
 3. Decrease the Contract Price;
 4. Maintain the Contract requirements such as safety, service life, reliability, economy of operation, ease of maintenance, and necessary standardized and architectural features of the facility or system;
 5. Not require an unacceptable extension of original Period of Performance; and
 6. Be reviewed and evaluated by way of a two-phase process.
- B. Phase One - Conditional Approval: In addition to the use of the Authority VECP Proposal form, all VECPs the Contractor submits shall be in sufficient detail to clearly define the proposed change including the following items:
1. A description of the difference between the existing and the proposed Contract requirements and the comparative advantages and disadvantages of each;
 2. Contract requirements recommended by the Contractor to be changed;
 3. Separate detailed cost estimates for both the basic Contract requirement and the proposed change, and an estimate of the change in Contract Price including an accounting of the costs of development and implementation and Authority review of the VECP and the sharing arrangement as set forth in the following Paragraph E;
 4. A statement from the Contractor predicting all effects the proposed VECP will have on the life-cycle cost of the Work to include and identify separately the cost for increased or decreased maintenance and operations;
 5. A statement of the time by which the proposal must be accepted so as to obtain the maximum price reduction affect and not delay the original Period of Performance. The time required for VECP review shall be considered and included in this statement and in a separate bar chart;
 6. A list of codes and the Authority standards applicable to the work to be carried out by the VECP and a statement that the proposed VECP will be in compliance with the requirements set forth in listed codes and standards;
 7. The identification of a project where the materials, methods of construction, and special equipment where required, and have been previously and successfully performed on construction similar to that which is being proposed for implementation on this Contract;
 8. Preliminary architectural and engineering analysis, including calculations and 11 x 17-inch drawings in sufficient detail for each requirement of the Contract, which must be changed if the VECP is accepted, with recommendations for accomplishing each change and its affect on unchanged work.
- C. The Contracting Officer Representative may at any time during the two-phase review and evaluation process reject part or all of the VECP by giving the Contractor written notice thereof. Until final approval is issued, the Contractor shall remain obligated to perform in accordance with the terms of the original Contract. VECPs will be processed expeditiously, however, the Authority shall not be liable for any delay

in acting upon any proposal submitted pursuant to this Section. The decision of the Contracting Officer Representative about acceptance or rejection of any such proposal shall be final and shall not be subject to Section 00730, DISPUTE RESOLUTION.

1. The Contractor has the right to withdraw part or all of the VECP at any time prior to acceptance or rejection by the Authority. Such withdrawal shall be made in writing to the Contracting Officer through the Contracting Officer Representative. If the Contractor desires to withdraw the proposal, it shall be liable for the cost incurred by the Authority in reviewing the proposal.
- D. Upon notice of conditional approval of the concept of the VECP, the Contractor shall proceed with final VECP design in accordance with the agreed schedule.
- E. Phase Two - Final Approval: Final Approval of the VECP by the Authority will be contingent upon the following items:
1. The Contractor shall address, to the Authority's satisfaction, all design issues and review comments and submit the VECP to the Authority for Approval.
 2. An equitable adjustment in the Contract Price and appropriate changes in all other affected provisions of the Contract shall be made, and the Contract will be modified in accordance with Section 00748, CHANGES, or other applicable Sections of this Contract.
 3. The net savings resulting from the change shall be shared between the Contractor and the Authority on the basis of 50 percent for the Contractor and 50 percent for the Authority. Net savings shall be determined by deducting from the estimated gross savings, the Contractor's costs of developing and implementing the proposal, including any amount attributable to a Subcontractor and the estimated amount of increased costs to the Authority resulting from the change, such as costs for review, implementation, inspection, related items, and Authority-furnished property. Estimated gross savings shall include Contractor's labor, material, equipment, overhead, profit, and bond. The Contract Price shall be reduced by the sum of the Authority's costs and share of the net savings.
 4. The Contractor is entitled to share in instant contract savings only, to the full extent provided for in this Section. For purposes of sharing, the term 'instant contract' shall not include any supplemental agreements to or other Modifications of this Contract, executed subsequent to acceptance of the particular VECP, by which the Authority increases the quantity of any item or adds any item.
 5. Notwithstanding any review, Approval, or acceptance of any VECP by the Authority, the Contractor agrees to be liable to the Authority for all costs of any kind whatsoever caused by or resulting from any error, omission, deficiency, negligence, or combination thereof, of any kind in the design, drawings, or specifications submitted to the Authority in connection with any VECP proposal under this Contract. The rights and remedies of the Authority provided in this Section are in addition to any other rights or remedies provided by law or under this Contract.
- F. The Contractor shall use its best efforts to include Value Engineering arrangements in any Subcontract, which in its judgment, appears to offer sufficient value engineering potential.
- G. A VECP identical to one submitted under any other contract, by this or any other contractor, may also be submitted under this Contract.
- H. The Contractor may restrict the Authority's right to use any VECP data by marking it with the following statement:

1. "This data, furnished pursuant to the VALUE ENGINEERING INCENTIVE Section of this Contract, shall not be duplicated, used, or disclosed, in whole or in part, for any purpose except to evaluate the VECP, unless the proposal is accepted by the Authority. This restriction does not limit the Authority's right to use information contained in this data if it is or has been obtained, or is otherwise available, from the Contractor or from other source, without limitations. When this proposal is accepted by the Authority, the Authority shall have the right to duplicate, use, and disclose any data in any manner and for any purpose whatsoever, and have others do so whether under this or any other Authority contract." appendix A

00722 QUALITY ASSURANCE / QUALITY CONTROL

- A. The Contractor shall be responsible for conducting an ongoing Quality Plan as described in Section 01470, QUALITY MANAGEMENT SYSTEM, during the entire term of the Contract based on the approved detailed Quality Plan. The purpose of the Quality Plan is to effectively and economically ensure technical quality in deliverables and construction of the Work, thus reducing the potential for:
 1. Adverse construction schedule and cost impacts;
 2. Personal and public safety problems and incidents and their attendant costs;
 3. Those operational and maintenance problems, disruptions, and costs that result from design errors and omissions;
 4. Poor construction quality, and
 5. Deliverables and completed work, which do not comply with applicable codes and regulations.
- B. Submit for Approval in accordance with Section 01330, SUBMITTAL PROCEDURES, all required quality Submittals as specified in Section 01470, QUALITY MANAGEMENT SYSTEM.
- C. An effective Quality Program is fundamental to all work performed by the Contractor and will be considered by the Authority in assessing the Contractor's progress, performance, and earnings entitlement.

00723 PROGRESS SCHEDULES AND REQUIREMENTS FOR MAINTAINING PROGRESS RECORDS

- A. Prepare and submit to the Contracting Officer Representative for Approval progress schedules showing the order in which the Contractor proposes to carry on the Work, the dates on which it will start the several major features of the Work, including procurement of materials, plant, and equipment, and the contemplated dates for completing the same for construction. The schedules shall be in a form acceptable to the Authority, and as described in Section 01322, CONTRACT PROGRESS REPORTING, and shall be in such detail that, in conjunction with the progress reports hereinafter required, the Authority will be able to chart the status and progress of the Work while it is being performed. If actual progress deviates from the schedule, update the schedule to show the accurate progress. Failure to comply with the terms of this Section may affect the processing of progress payment requests submitted by the Contractor as provided for in this Contract.
- B. If, in the opinion of the Contracting Officer Representative, the Contractor falls significantly behind the Approved progress schedule for construction, take any and all steps necessary to improve the progress of the Work. In this event, without cost to the Authority, the Contracting Officer Representative may require the Contractor to submit for Approval supplemental progress schedules detailing the specific operational changes to be instituted to regain the Approved schedule. Additionally, the Contracting Officer Representative may require the Contractor to increase the number of shifts, initiate or increase overtime operations, increase days of work in the work week, or increase the amount of construction

plant. Such requirements by the Authority shall not be construed or interpreted in such a way as to infer that the Authority is in any way responsible for the means, methods, or sequencing of the Work. The additional cost of such requirements shall be borne solely by the Contractor.

- C. Failure of the Contractor to comply with the requirements of the Contracting Officer Representative under this Section shall be grounds for determination that the Contractor is not prosecuting the Work with such diligence as will ensure completion within the time specified. Upon such determination, the Authority may terminate the Contractor's right to proceed with the Work, or any separate part thereof, in accordance with Section 00727, TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, AND TIME EXTENSIONS.

00724 PERIOD OF PERFORMANCE AND PROJECT SCHEDULE

- A. Perform, complete, and advance all work under this Contract in accordance with the schedule set out in Section 00824, PERIOD OF PERFORMANCE AND PROJECT SCHEDULE.
- B. The Authority may modify the Contract, pursuant to Section 00748, CHANGES, to extend the Period of Performance as often and in periods as deemed necessary until completion of the Work under this Contract.
- C. Early Completion: If the Contractor submits a schedule or expresses an intention to complete the Work earlier than any required milestone, interim, or final completion date, the Authority shall not be liable for any costs incurred because of delay or hindrance should the Contractor be unable to complete the Work before such milestone, interim, or final completion date. The duties, obligations, and warranties of the Authority to the Contractor shall be consistent with and applicable only to the completion of the Work and completion dates set forth in this Contract.

00725 COMMENCING THE WORK

- A. Commence the Work within 10 Days after the date of receipt of the Notice to Proceed (NTP) and prosecute the Work diligently to complete it within the time specified in the Contract to meet all specified interim milestone dates.
- B. A Pre-Construction Conference attended by the Authority and the Contractor and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules, procedures for handling Submittals, processing Applications for Payment, maintaining required records, quality control, and other matters. For a more complete agenda, refer to Section 01312, PROJECT MEETINGS.
- C. The following items require approval prior to commencement of construction activities, or offsite fabrication associated with the Project. Submit in accordance with Section 01330, SUBMITTAL PROCEDURES:
 - 1. Executed Contract as specified in Section 00521, CONSTRUCTION CONTRACT FORM, with Power of Attorney as specified in Section 00541, POWER OF ATTORNEY, and Power of Execution as specified in Section 00542, POWER OF EXECUTION; Required Performance Bond as specified in Section 00611, PERFORMANCE BOND, and Payment Bond, as specified in Section 00612, PAYMENT BOND; Insurance Certificates as specified in Section 00778, INDEMNIFICATION AND INSURANCE REQUIREMENTS, within 10 Days after Award of Contract.
 - 2. Major Subcontractors and Key Project Personnel Confirmation as specified in Section 00709, PROJECT MANAGEMENT AND SUPERINTENDENCE AND KEY PERSONNEL, and Section 01111, CONTRACTOR KEY STAFF, within 10 Days after Award of Contract.

00726 SUSPENSION OF WORK

- A. The Authority may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period as it may determine to be appropriate for the convenience of the Authority.
- B. If the performance of all or any part of the Work is, for an unreasonable period, suspended, delayed, or interrupted by an act of the Contracting Officer or other delegated Contracting Officer's Representative in the administration of this Contract, or by its failure to act within the time specified in this Contract, or if no time is specified, within a reasonable time, an adjustment will be made for any increase in the cost of performance of this Contract, excluding profit, necessarily caused by such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Section for any suspension, delay, or interruption to the extent:
1. that performance would have been so suspended, delayed, or interrupted by any other cause including the fault or negligence of the Contractor, or
 2. for which an equitable adjustment is provided for or excluded under any other provision of this Contract.
- C. No Claim under this Section will be allowed:
1. For any costs incurred more than 20 Days before the Contractor shall have notified the Contracting Officer or other delegated Contracting Officer's Representative in writing of the act or failure to act involved, but this requirement will not apply as to a Claim resulting from a suspension order, and
 2. Unless the Claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but no later than the date of Final Payment under this Contract.
- D. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Section 00730, DISPUTE RESOLUTION.

00727 TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, AND TIME EXTENSIONS

- A. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said Work within such time, the Contracting Officer may, by written notice to the Contractor, terminate its right to proceed with the Work or such part of the Work as to which there has been delay. In such event, the Contracting Officer may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the Work such design product, materials, appliances, plant, and other work product as may be on the Site of the Work and necessary therefore, all of which shall become the property of the Authority. Whether or not the Contractor's right to proceed with the Work is terminated, the Contractor and its sureties shall be liable for all damage to the Authority resulting from its refusal or failure to complete the Work in the specified time.
- B. If fixed and agreed liquidated damages are provided in the Contract, and if the Contracting Officer so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs occasioned the Authority in completing the Work.
- C. If fixed and agreed liquidated damages are provided in the Contract, and if the Contracting Officer does not so terminate the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until the Work is completed or accepted.

D. The Contractor's right to proceed shall not be so terminated or the Contractor charged with resulting damage under the following circumstances:

1. If the delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Authority in its contractual capacity, acts of another contractor in the performance of a contract with the Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or Suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both the Contractor and such Subcontractors or Suppliers.

a. Unusually severe weather conditions:

(1) Pursuant to Paragraph D.1 above, the Authority will use the following table as the basis for determining allowable time extensions to the Contract for unusually severe weather conditions and the impact of such weather at the construction Site.

(2) The column below labeled WORKING DAYS represents working-day delays, which may be expected in each month named within the Washington Metropolitan Area, based on a 5-day work week:

<u>Month</u>	<u>Working Days</u>
January	4
February	4
March	4
April	5
May	5
June	2
July	2
August	3
September	2
October	3
November	4
December	4

(3) Time extensions for weather delays during a given month will be allowed only for actual working days in excess of the numbers listed above and only when those excess days of delay affect the current critical path(s) leading to specified Contract completion or milestone dates.

2. If the Contractor, within 10 Days from the beginning of any such delay, unless the Contracting Officer grants a further period before the date of Final Payment under the Contract, notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Contracting Officer's judgment, the findings of fact justify such an extension. The Contracting Officer's findings of fact shall be final and conclusive on the parties, subject only to appeal as provided Section 00729, DISPUTE RESOLUTION.

3. If, after notice of termination of the Contractor's right to proceed under the provisions of this Section, it is determined for any reason that the Contractor was not in default under the provisions of this Section, or that the delay was excusable under the provisions of this Section, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 00728, TERMINATION FOR CONVENIENCE OF THE AUTHORITY.
4. The rights and remedies of the Authority provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

00728 TERMINATION FOR THE CONVENIENCE OF THE AUTHORITY

- A. The Authority may terminate this Contract in whole or, from time to time, in part, for the convenience of the Authority. The performance of work under this Contract may be terminated by the Authority in accordance with this subsection, in whole, or from time to time in part, whenever the Contracting Officer determines that such termination is in the best interest of the Authority. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the nature, extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- B. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer:
 1. Immediately discontinue all services and stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or Subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 3. Terminate all orders and Subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 4. Assign to the Authority, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and Subcontracts so terminated, in which case the Contracting Officer shall have the right to settle or authorize payments on any or all Claims arising out of the termination of such orders and Subcontracts;
 5. Settle all outstanding liabilities and all Claims arising out of such termination of orders and Subcontracts, with the approval or ratification of the Contracting Officer, to the extent it may require, which approval or ratification shall be final for all the purposes of this Section;
 6. Transfer title and deliver the following to the Authority in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material procured as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination.
 - b. All data, record drawings and specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
 7. Use best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in Paragraph B.6 above, provided, however, that the Contractor:

- a. Will not be required to extend credit to any purchaser, and
 - b. May acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Authority to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
 8. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
 9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which the Authority has or may acquire an interest.
- C. After receipt of a Notice of Termination, submit to the Contracting Officer through the Contracting Officer Representative its termination Claim in the form and with certification prescribed by the Contracting Officer. Such Claim shall be submitted promptly but in no event later than 1 year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such 1-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, the Contracting Officer may receive and act upon any such termination Claim at any time after such 1-year period or any extension thereof. Upon failure of the Contractor to submit its termination Claim within the time allowed, the Contracting Officer may determine, on the basis of information available to the Contracting Officer, the amount, if any, due to the Contractor by reason of the termination and shall thereupon authorize payment to the Contractor the amount so determined.
- D. Subject to the provisions of Paragraph C above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Section, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The foregoing notwithstanding, the Contracting Officer will not allow anticipated profit on services not performed by the Contractor.
- E. The Contract shall be amended accordingly, and the Contractor will be paid the agreed amount. Nothing in Paragraph F below, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Section, will be deemed to limit, restrict, or otherwise determine or affect the amount or amounts, which may be agreed upon to be paid to the Contractor pursuant to Paragraph D above.
- F. In the event of the failure of the Contractor and the Contracting Officer to agree, as provided in Paragraph D above, upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Section, the Contracting Officer will authorize payment to the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed upon in accordance with Paragraph D:
1. With respect to all Contract Work performed prior to the effective date of the Notice of Termination, the total, without duplication of any items, of the following:
 - a. The cost of such Work;

- b. The cost of settling and paying Claims arising out of the termination of work under Subcontracts or orders as provided in Paragraph B.5 above, exclusive of the amount paid or payable on account of supplies or materials delivered or services furnished by the Subcontractors or Suppliers prior to the effective date of Notice of Termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under Paragraph D above; and
 - c. A sum, as profit on Paragraph D above, determined by the Contracting Officer to be fair and reasonable, provided, however, that the Contracting Officer allows no anticipated profit on design services not performed by the Contractor, and, further, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit will be included or allowed, and an appropriate adjustment will be made reducing the amount of the settlements to reflect the indicated rate of loss; and
2. The reasonable cost of the preservation and protection of property incurred pursuant to Paragraph B.9 above; and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this Contract.
- G. The total sum to be paid to the Contractor under Paragraph F above shall not exceed the total Contract Price as reduced by the amount of payments made and as further reduced by the Contract Price of work not terminated. Except for normal spoilage, and except to the extent that the Contracting Officer shall have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under this Section 00728, TERMINATION FOR THE CONVENIENCE OF THE AUTHORITY, the fair value, as determined by the Contracting Officer, of property, which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Authority, or to a buyer pursuant to Paragraph B.7 above.
- H. The Contractor shall have the right of appeal, under Section 00730, DISPUTE RESOLUTION, from any determination made by the Contracting Officer under Paragraphs C or E above, except that if the Contractor has failed to Submit its Claim within the time provided in Paragraph C above and has failed to request extension of such time, it shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under Paragraphs C or E above, the Authority will pay to the Contractor the following:
1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or
 2. If an appeal has been taken, the amount finally determined on such appeal.
- I. In arriving at the amount due the Contractor under this Section, the following will be deducted:
1. All un-liquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract.
 2. Any claim, which the Authority may have against the Contractor in connection with this Contract.
 3. The agreed price for, or the proceeds from sale of any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this Section, and not otherwise recovered by or credited to the Authority.
- J. If the termination hereunder be partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Contracting Officer Representative, a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract, i.e., the portion not terminated by the Notice of Termination, and such equitable adjustment as

may be agreed upon shall be made in such price or prices in accordance with Section 01330, SUBMITTAL PROCEDURES.

- K. The Authority may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Section, such excess shall be payable by the Contractor to the Authority upon demand for the period from the date such excess payment is received by the Contractor to the date on which such excess payment is repaid to the Authority upon demand, together with interest computed at the rate of 6 percent per annum, for the period from the date such excess payment is received by the Contractor to the date on which such excess payment is repaid to the Authority; provided, however, that no interest shall be charged with respect to any such excess, payment attributable to a reduction or other disposition of termination inventory until 10 Days after date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.
- L. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of 3 years after final settlement under this Contract, shall preserve and make available to the Authority at all reasonable times at the office of the Contractor but without direct charge to the Authority, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or to the extent determined by the Contracting Officer, photographs, microphotographs, or other authentic reproduction thereof.

00729 ASSIGNMENT

- A. The Contractor shall not transfer or assign this Agreement or any portion thereof or any of the rights and obligations of the Contract to any other party. The Contracting Officer may recognize a third party as successor in interest to the Contract where the third party's interest is incidental to the transfer of all the assets of the Contractor, i.e., sales of assets, transfer of assets pursuant to merger or consolidation, or incorporation of a proprietorship or partnership. Such recognition of the transfer shall be within the sole discretion of the Authority after review of the facts and circumstances surrounding each request submitted in accordance with Section 01330, SUBMITTAL PROCEDURES, but the assignment will not be approved unless the surety, in writing, agrees to that assignment and accepts the assignee as the Contractor and principal on the payment and performance bonds.
- B. If this Contract provides for payments aggregating \$1,000 or more, Claims for moneys due or to become due the Contractor from the Authority, this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Notice of such assignment shall be made to the Contracting Officer and submitted through the Contracting Officer Representative in accordance with Section 01330, SUBMITTAL PROCEDURES, but the assignment will not be approved unless the surety, in writing, agrees to that assignment and accepts the assignee as the Contractor and principal on the payment and performance bonds. Such assignment or reassignment shall cover all amounts payable under this Contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize assignments only to bona fide lending institutions; therefore, assignment to any private corporation, business, or individual, which does not qualify as such, is specifically prohibited.
- C. Any attempt to transfer by assignment not authorized by this Section shall constitute a breach of the Contract, and the Contracting Officer may for such cause terminate the right of the Contractor to proceed as provided in Section 00726, TERMINATION FOR DEFAULT, DAMAGES FOR DELAY AND TIME

EXTENSIONS, and the Contractor and its sureties shall be liable to the Authority for excess costs incurred by the Authority.

00730 DISPUTE RESOLUTION

- A. Except as otherwise provided in this Contract, any dispute arising under or related to this Contract including allegations of breach of contract or similar allegations, which are not disposed of by agreement, will be decided by the Contracting Officer, who will reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer is final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written notice of appeal in accordance with Section 01330, SUBMITTAL PROCEDURES, addressed to the Authority Board of Directors. Such notice shall indicate that an appeal is intended and shall reference the decision and Contract number. The decision of the Board of Directors or its duly authorized representative for the determination of such appeals shall be final and conclusive unless in proceedings initiated by either party for review of such decision in a court of competent jurisdiction, the court determines the decision to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Section, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. The Armed Services Board of Contract Appeals is the authorized representative of the Board of Directors for finally deciding appeals to the same extent as could the Board of Directors.
- B. This Section does not preclude consideration of questions of law in connection with decisions provided for in Paragraph A above. Nothing in this Contract, however, shall be construed as making final the decisions of the Board of Directors or its representative on a question of law.

00731 USE AND POSSESSION PRIOR TO COMPLETION

- A. The Authority shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contract. While the Authority is in such possession, the Contractor, notwithstanding the provisions of Section 00706, PERMITS AND RESPONSIBILITIES, will be relieved of the responsibility for loss or damage to the Work other than that resulting from the Contractor's fault or negligence or that of its Subcontractors or agents. If such prior possession or use by the Authority delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract Price or the time of completion will be made and the Contract shall be modified in writing accordingly.

00732 ACCEPTANCE AND INSPECTION OF WORK

- A. "Acceptance," as used in this Section, means the act of the Contracting Officer Representative by which the Authority approves specific services as partial or complete performance of the Contract. As used in this Section, "Correction" means the elimination of a defect.
- B. Unless otherwise provided in this Contract, Acceptance by the Authority will be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards to the Authority's right under any warranty or guarantee. All Punch List items identified during final inspections and noted at the time of Acceptance shall be corrected by the Contractor as soon as is practicable as specified in Division 1 Section 01775, CLOSEOUT.
- C. The Contracting Officer Representative will give written notices of defects or non-conformances to the Contractor if and when discovered, but no later than Acceptance of the construction work designed

under this Contract as specified in Division 1 Section 01775, CLOSEOUT, except for latent defects, which may be discovered following such Acceptance. This notice will state either:

1. That the Contractor shall correct or re-perform defective or nonconforming services; or,
 2. That the Authority does not require correction or re-performance. The Contractor shall be liable to the Authority for all costs incurred of any kind caused by or resulting from the Contractor's defective workmanship or noncompliance with the Contract Documents.
- D. Should it be considered necessary or advisable by the Contractor or Authority at any time before Acceptance of the entire Work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction and pay all delay damages. If, however, such work is found to meet the requirements of the Contract Documents, an equitable adjustment will be made in the Contract Price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, the Contractor will, in addition, be granted a suitable extension of time.
- E. All Work, which term includes but is not restricted to materials, workmanship, and manufacture and fabrication of components, shall be subject to inspection and test by the Authority, if it so deems, at all reasonable times prior to Acceptance as specified in Section 01470, QUALITY MANAGEMENT SYSTEM, and Section 01820, DEMONSTRATION AND TRAINING. Any such inspection and testing is for the sole benefit of the Authority and shall not relieve the Contractor of the responsibility of providing quality control measures to ensure that the Work strictly complies with the Contract Documents. No inspection or test by the Authority shall be construed as constituting or implying Acceptance. Inspection or testing shall not relieve the Contractor of responsibility for damage to or loss of the material prior to Acceptance, or in any way affect the continuing rights of the Authority after Acceptance of the completed Work.
- F. The Contractor shall furnish promptly, without additional charge, all services, work, labor, materials, tools, equipment, and facilities reasonably needed for performing such safe and convenient inspections and tests as may be required. All inspections and tests will be performed in such manner as not to unnecessarily delay the Work. The Authority shall receive adequate advance notice submitted in accordance with Section 01330, SUBMITTAL PROCEDURES, to conduct inspections and witness all tests as part of its overall quality oversight of the Project as specified in Section 01470, QUALITY MANAGEMENT SYSTEM, and Section 01820, DEMONSTRATION AND TRAINING. Tests performed that the Authority does not witness, due to the Contractor's failure to provide timely notice to the Authority of such tests, shall have no effect. Special, full scale and performance tests shall be performed as described in the Contract Documents.
- G. If the Contractor is required to correct or re-perform, it shall be without additional cost or fee to the Authority, and services corrected or re-performed by the Contractor shall be subject to this Section to the same extent as work initially performed. If the Contractor fails or refuses to correct or revise errors or deficiencies in its performance within 30 Days of the Authority's request, the Authority may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost incurred by the Authority thereby, or make an equitable adjustment to the Contract Price.
- H. Failure to agree to the responsibility for costs, either those incurred by the Contractor or by the Authority, for corrective actions required by this Section, shall constitute a dispute and shall be subject to the provisions of Section 00730, DISPUTE RESOLUTION.
- I. The rights and remedies of the Authority provided in this Section are in addition to any other rights or remedies provided by law or under this Contract.

- J. The Contractor shall give the Contracting Officer Representative at least 14 Days advance notice of the date the Work, or separate portion thereof, will be fully completed and ready for final inspection, testing, and Acceptance as specified in Section 01470, QUALITY MANAGEMENT SYSTEM, Section 01775, CLOSEOUT, and Section 01820, DEMONSTRATION AND TRAINING.

00733 AUTHORITY-FURNISHED PROPERTY

- A. The Authority will make available to the Contractor, for use only in connection with this Contract, the property, if any, described in the Section 00833, AUTHORITY-FURNISHED PROPERTY, hereinafter referred to as Authority-furnished property, at the times and locations stated therein. If the Authority-furnished property, suitable for its intended use, is not made available to the Contractor, the Contracting Officer will, upon timely written request from the Contractor to the Contracting Officer Representative, if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to any procedures of Section 00748, CHANGES.
- B. Title to Authority-furnished property shall remain with the Authority. The Contractor shall maintain adequate property control records of Authority-furnished property in accordance with sound industrial practice.
- C. Unless otherwise provided in this Contract, the Contractor, upon acceptance of Authority-furnished property, assumes the risk of and shall be responsible for loss thereof or damage thereto except for reasonable wear and tear and except to the extent that such property is consumed in the performance of this Contract.
- D. The Contractor shall, upon completion of this Contract, prepare for shipment, deliver FOB origin, or dispose of all Authority-furnished property not consumed in the performance of this Contract or not theretofore delivered to the Authority as directed. The net proceeds of such disposal will be credited to the Contractor price or paid in such other manner as may be directed.

00734 MATERIAL, WORKMANSHIP AND EQUIPMENT

- A. Unless otherwise specifically provided in this Contract, all equipment, material, and articles incorporated in the Project covered by this Contract shall be new and of the most suitable grade for the purpose intended. Notwithstanding the Authority's review and Approval of any substitution, nothing herein relieves the Contractor of its obligations to satisfy its requirements under the Contract.
- B. Unless otherwise specifically provided in this Contract, reference to any equipment, material, or article to be incorporated in the Project and any patented process, by trade name, make, or catalog number in the Contract Documents shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at its option, use any equipment, material, article, or process which, in the judgment of the Authority, is equal to that named. When required by this Contract or when called for by the Authority, the Contractor shall furnish to the Authority for Approval in accordance with Section 01330, SUBMITTAL PROCEDURES, the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment, which the Contractor contemplates incorporating in the Work. The Contractor shall furnish the Authority for Approval in accordance with Section 01330, SUBMITTAL PROCEDURES, full information concerning the material or articles, which are contemplated to be incorporated into the Work. When required by the Contract or when so directed by the Authority, Samples shall be submitted for approval in accordance with Section 01330, SUBMITTAL PROCEDURES, at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required Approval shall be at the risk of subsequent rejection.
- C. The Contractor shall provide construction equipment in first class working order and safe condition, of sufficient quantities and sizes to complete the Work as specified and detailed in the Contract Documents

within the Period of Performance, and shall provide adequate maintenance of this equipment throughout the duration of the Project.

- D. Items of equipment that, at any time, prove ineffectual or hazardous to personnel or property, shall be promptly brought to acceptable condition or shall be removed from the Site as directed by the Authority or by any Jurisdictional Authority.

00735 HAZARDOUS MATERIALS

- A. The Authority will be responsible for the presence of and any associated consequences of asbestos, PCBs, petroleum, and other hazardous waste or like materials and radioactive materials (Hazardous Materials) on the Project if such presence is unknown, unexpected, or not identified in information provided by the Authority, or not otherwise known to the Contractor prior to the preparation of its Bid. The Contractor shall, upon encountering or recognizing such Hazardous Materials, immediately stop work in the affected area and report the condition to the Contracting Officer Representative in writing. The Contractor shall submit a hazardous material report in accordance with Section 01330, SUBMITTAL PROCEDURES. The Authority shall have no responsibility or liability for any Hazardous Material that is brought to the Project or handled by the Contractor or any Subcontractor.

00736 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS

- A. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the Site of the Work, which is not to be removed and which does not unreasonably interfere with the Work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. The Contractor shall be obligated to replace or restore all existing vegetation that is destroyed, removed, or damaged in the performance of the Work to the condition that existed before work commenced.
- B. The Contractor shall protect from damage all adjacent property including, but not limited to, land, existing structures, improvements, and utilities at or near the Site of the Work and shall repair or restore damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Contracting Officer Representative may have the necessary work performed and charge the cost thereof to the Contractor.
- C. Protection is more fully described in Section 01723, PROTECTION OF ADJACENT CONSTRUCTION.

00737 OPERATIONS AND STORAGE AREAS

- A. All operations of the Contractor, including storage of materials, shall be confined to areas authorized or approved by the Contracting Officer Representative. Temporary buildings such as storage sheds, shops, and offices may be erected by the Contractor only with the Approval of the Contracting Officer Representative and shall be built with labor and materials furnished by the Contractor without expense to the Authority. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the Contracting Officer Representative, such buildings and utilities may be abandoned and need not be removed. Temporary construction facilities are more fully described in Section 01520, TEMPORARY CONSTRUCTION FACILITIES.
- B. The Contractor shall, under regulations prescribed by the Contracting Officer Representative, use only established roadways or construct and use such temporary roadways as may be authorized by the

Contracting Officer Representative. Where materials are transported in the prosecution of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, protection against damage shall be provided by the Contractor, and damaged roads, curbs, or sidewalks shall be repaired by or at the expense of the Contractor.

00738 ACCIDENT PREVENTION

- A. To provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to property, materials, supplies, equipment, and for avoidance of work interruptions in the performance of this Contract, the Contractor shall comply with all pertinent provisions of Authority safety requirements as specified in Section 01114, SAFETY/ENVIRONMENTAL REQUIREMENTS, and shall also take or cause to be taken such additional measures as the Contracting Officer Representative may determine to be reasonably necessary for that purpose.
- B. All construction work under this Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer Representative may, in writing, require the Contractor to remove from the Project any employee the Contracting Officer Representative deems to be incompetent, careless, or objectionable on other reasonable grounds related to the advancement of the Project.
- C. The Contractor shall maintain an accurate record of and shall report to the Contracting Officer Representative in the manner and on the forms prescribed by the Contracting Officer Representative in accordance with Section 01330, SUBMITTAL PROCEDURES, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies, and equipment incidental to work performed under this Contract immediately after of such incident.
- D. The Contracting Officer Representative will notify the Contractor of noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or its representative at the Site of the Work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer Representative may issue an 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 orders shall be made the subject of Claim for extension of time or for excess costs or damages by the Contractor.
- E. Compliance with the provisions of this Section by Subcontractors shall be the responsibility of the Contractor.
- F. Prior to commencement of the Work, the Contractor shall:
 - 1. Submit in writing in accordance with Section 01330, SUBMITTAL PROCEDURES, proposals for effectuating this provision for accident prevention;
 - 2. Meet in conference in accordance with Section 01312, PROJECT MEETINGS, with the Authority to discuss and develop mutual understanding relative to administration of the overall safety program.

00739 FIRE PROTECTION EQUIPMENT AND LIFE SAFETY AGREEMENT

- A. The Contractor shall submit, in accordance with Section 01330, SUBMITTAL PROCEDURES, a plan for a temporary fire protection system with provisions for fire protection systems and equipment as specified in Section 01114, SAFETY/ENVIRONMENTAL REQUIREMENTS, for use during the term of the Contract.

00740 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable occupational safety and health statutes and regulations of the District of Columbia, State of Maryland, Commonwealth of Virginia, or political subdivision in which the Work is being performed and the Department of Labor OSHA standards. The Contractor shall comply with the approved Organizational Health and Safety Program as specified in Section 01114, SAFETY/ENVIRONMENTAL REQUIREMENTS, which is to be submitted by the Contractor prior to commencement of construction work in accordance with Section 01330, SUBMITTAL PROCEDURES. Further, the Contractor shall ensure that all methods of performing the Work do not involve danger to the personnel employed thereon, the public, or private property, whether or not these methods are cited or indicated in the Contract Documents. Should charges of violation of any of the above be issued to the Contractor in the course of the Work, a copy of each charge shall be immediately forwarded to the Contracting Officer Representative. The Contractor shall promptly notify the Authority of all damage to property of the Authority or others and of injuries sustained by any persons, of which the Contractor becomes aware, including but not limited to, employees of the Contractor, in any manner relating directly or indirectly to the Work or otherwise to this Contract.

00741 CONSIDERATION AND BASIS OF PAYMENT

- A. In consideration of its undertaking under this Contract, the Contractor will be paid the sums set forth in this Contract, which shall constitute complete payment for all work and services required to be performed under this Contract and for all expenditures, which may be made and expenses incurred. The basis of payment will be the Contract Price, as shown on Section 00521, CONSTRUCTION CONTRACT FORM, and which shall constitute complete compensation for performance of all work required by the Contract.
- B. The Approved Monthly Progress Report and updated 90-Day Schedule as specified in Section 01322, CONTRACT PROGRESS REPORTING, and the Approved Quality Manager's Statement of Compliance Quality Certification for Payment Verification shall be the basis for progress payments to the Contractor.
- C. The basis of payment will be the Total Base Price as negotiated and accepted. The basis of payment will include any Options exercised and any Modifications to the Contract in addition to the Total Base Price, which shall constitute complete compensation for performance of all Work required by the Contract.

00742 CONTRACT PRICES AND BID SCHEDULE

- A. Payment for the various Bid items listed in the Bid Schedule shall constitute full compensation for furnishing all plant, labor, equipment, appliances, and material and for performing all operations required to complete the Work in conformity with the Contract Documents. All costs for work not specifically mentioned in the Bid Schedule shall be included in the Contract prices for the items listed.

00743 VARIATION IN ESTIMATED QUANTITIES

- A. Where the quantity of a pay item in this Contract is an estimated quantity provided by the Authority, and where the actual quantity of such pay item varies more than 15 percent above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract Price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contracting Officer Representative will, upon receipt of a written request submitted in accordance with Section 01330, SUBMITTAL PROCEDURES, for an extension of time within 10 Days from the beginning of such delay, or within such further period of time, which may be granted by the Contracting Officer Representative prior to the date of Final Payment of the Contract, ascertain the facts and make such adjustment for

extending the Period of Performance as in the Contracting Officer Representative's judgment the findings justify.

00744 METHOD OF PAYMENT

- A. The Authority will make progress payments monthly as the Work proceeds on estimates approved by the Contracting Officer Representative for design related work and by estimates reviewed and approved by the Contracting Officer Representative for construction-related work. At least 5 Days before submission of any Application for Payment, a Preliminary Monthly Progress and Quality Status Report Review meeting will be held to review for acceptability of the schedules and the Quality System. The Contractor shall have an additional 5 Days to make corrections and adjustments and to complete and resubmit the schedules. A Formal Progress and Quality Status Report Review meeting will be held to approve the schedules. No progress payment will be made to Contractor until the schedules are provided and accepted by the Contracting Officer Representative, whose acceptance will not be unreasonably withheld. The progress schedule shall be acceptable to Authority as providing an orderly progression of the Work to completion within any specified Milestones and the Period of Performance, but acceptance of the progress schedule shall neither impose on Authority responsibility for the sequencing, scheduling, or work progress nor interfere with or relieve the Contractor from Contractor's full responsibility for the Work. The format and structure of the progress schedule shall be as set forth in Section 01322, CONTRACT PROGRESS REPORTING. The Authority's acceptance shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work.
- B. The Contractor's progress payment requests will be reviewed based on the scheduled and actual progress of the Work as reflected on the construction schedule, cost-loaded progress schedule or bar graph as applicable, and monthly updates. The Contractor shall not be entitled to progress payments, and the Authority shall have no obligation to review or approve progress payment requests if the Contractor has failed to submit or update the schedules, if the applicable schedule or update submitted by the Contractor fails to accurately reflect the actual progress of the Work, or if the Contracting Officer Representative declines to approve the submitted schedules for any of the reasons stated in this Contract. A decision not to approve a request for progress payments based upon the Contractor's failure to comply with the schedule and update submission requirements as committed under this Contract shall be at the sole and absolute discretion of the Contracting Officer Representative.
- C. Furnish a breakdown of the total Contract Price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the Contracting Officer Representative may authorize material delivered to the Site and preparatory work completed to be taken into consideration. Material delivered to the Contractor at locations other than the Site may also be taken into consideration if the Contractor furnishes satisfactory evidence that the Contractor has acquired title to such material and that it will be utilized on the Work covered by this Contract.
- D. If the Contract Price is more than \$50,000, material delivered that will be incorporated into the Project will be taken into consideration in computing progress payments, provided the material is delivered on the Site, or is delivered to the Contractor and properly stored in a warehouse, storage yard, or similar suitable place within 25 miles of the Site or such reasonable distance in excess of 25 miles as may be approved by the Contracting Officer Representative, provided, however, that the Contractor has the proper storage facilities, security, and insurance for the stored material as Approved by the Contracting Officer Representative. Before each such payment is made for delivered material on the Site, furnish to the Contracting Officer Representative such evidence as may be required as proof of the ownership, quantity, and value of such materials. Before each such payment is made for delivered materials off the Site, furnish the Contracting Officer Representative evidence of ownership and properly executed bills of sale to the Authority for the delivered material upon which payment is being made.
- E. In determining progress accomplished, the Authority will allow as an element of work accomplished, i.e., progress toward completion, only 50 percent of the invoiced cost of materials or equipment delivered to

the Site, or suitable location as described in Paragraph D above, but not incorporated in the construction up to the time the materials or equipment are actually incorporated in the Work.

- F. In making such progress payments, 5 percent of the estimated amount of work completed will be retained until final completion and Acceptance of the Contract Work. Also, whenever the Work is substantially complete, and the Contractor is in compliance with all provisions of the Contract, if the Contracting Officer Representative considers the amount retained to be in excess of the amount adequate for the protection of the Authority, the Contracting Officer Representative may use discretion in releasing to the Contractor all or a portion of such excess amount.
- G. Where the time originally specified for completion of this Contract exceeds 1 year, the Contracting Officer Representative, at any time after 50 percent of the Work has been completed, if the Contracting Officer Representative finds that satisfactory progress (satisfactory progress includes prosecution of physical work, adherence to DBE requirements if applicable, quality assurance, and all other provisions of the Contract) is being made, may reduce the total amount retained from progress payments to the minimum level necessary to protect the interest of the Authority.
- H. All material and work covered by progress payments made shall thereupon become the sole property of the Authority but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Authority to require the fulfillment of all of the terms of the Contract.
- I. See Section 01775, CLOSEOUT, for Final Inspection requirements.
- J. Upon completion and Acceptance of all work, the amount due the Contractor under this Contract will be paid upon the presentation of a properly executed voucher as specified in Section 01775, CLOSEOUT, and after the Contractor shall have furnished the Authority with a release of all Claims against the Authority arising by virtue of this Contract other than Claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the Contract has been assigned, a release may also be required of the assignee.
- K. The Authority may, at its sole discretion, withhold payment to the Contractor at the appropriate percentage for work, or portions thereof, that it deems to be defective or in nonconformance with the requirements of the Contract Documents.
- L. Satisfactory records for design, inspection, testing, or other quality elements required under the approved Quality System; operation and maintenance manuals; As-Built Drawings and As-Built Specifications; electronic media; as-built Project Schedule; spare parts list, delivery information and distribution of spare parts; configuration management system; training manual, lesson plans, and student's training manual and electronic media of such, as applicable; survey record log; correspondence file; releases; vouchers; request for Final Payment; certifications, affidavits and warranties and guarantees; and must be submitted in order to receive payment for the completed Work. Final Payment will be made in accordance with this Section and Section 00755, FINAL PAYMENT.

00745 PROGRESS PAYMENTS FOR LUMP SUM ITEMS

- A. If requested, the Contractor shall furnish to the Contracting Officer Representative in a breakdown of the total Contract Price for every lump sum item on the Bid Schedule, showing the amount included therein for each principal category of the Work, in such detail as to provide a basis for determining progress payments. The breakdown shall be supported by such data to substantiate its correctness as the Contracting Officer Representative may require.

00746 GARNISHMENT OF PAYMENTS

- A. Payment under this Contract shall be subject to garnishment and attachment orders issued pursuant to the laws of Maryland, Virginia, and the District of Columbia, and to levies issued under the laws of the United States.

00747 SUBCONTRACT PAYMENTS

- A. Establish procedures to ensure timely payment of amounts due pursuant to the terms of the Subcontracts. Pay each Subcontractor for satisfactory performance of its contract, no later than 10 Days from the date of the Contractor's receipt of payment from the Authority for work by that Subcontractor. Release, within 10 Days of satisfactory completion of all work required by the Subcontractor, any retention withheld from the Subcontractor.
- B. Certify on each payment request submitted to the Authority that payment has been or will be made to all Subcontractors in accordance with Paragraph A above. Notify the Contracting Officer Representative with each payment request, of any situation in which scheduled Subcontractor payments have not been made.
- C. If a Subcontractor alleges that the Contractor has failed to comply with this Section, the Contractor agrees to support any Authority investigation, and, if deemed appropriate by the Authority, to consent to remedial measures to ensure Subcontractor payment that is due.
- D. The Contractor agrees that the Authority may provide appropriate information to interested Subcontractors who want to determine the status of Authority payments to the Contractor.
- E. Nothing in this Section is intended to create a contractual obligation between the Authority and any Subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

00748 CHANGES

- A. The Contracting Officer may, at any time, and without notice to the sureties, by written order designated or indicated to be a Modification, make any change in the Work within the general scope of the Contract including, but not limited to, changes:
1. In the Scope of the Work or Contract Documents;
 2. In the method or manner of performance of the Work;
 3. In the Authority-furnished facilities, equipment, materials, services, or Site; or
 4. Directing acceleration in the performance of work
- B. Any other written order or an oral order, which terms as used in this Paragraph B, shall include direction, instruction, interpretation, or determination from the Contracting Officer, which causes any such change, shall be treated as a Modification under this Section, provided that the Contractor gives the Contracting Officer written notice in accordance with Section 01330, SUBMITTAL PROCEDURES, stating the date, circumstances, and source of the order and that the Contractor regards the order as a Modification.
- C. Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this Section or entitle the Contractor to an equitable adjustment hereunder.
- D. If any change under this Section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly: Provided, however, that no Claim for any change under Paragraph B above will be allowed for any costs

incurred more than 20 Days before the Contractor gives written notice as therein required. This 20-Day limitation will be strictly applied regardless of whether the Authority is prejudiced by any lack of notice.

- E. If the Contractor intends to request an equitable adjustment under this Section, it must, within 30 Days after receipt of a written Modification under Paragraph A above or furnishing of a written notice under Paragraph B above, submit to the Contracting Officer in accordance with Section 01330, SUBMITTAL PROCEDURES, a written proposal in accordance with this CHANGES Section, unless this period is extended by the Contracting Officer. The proposal hereunder may be included in the notice under Paragraph B above.
- F. No Claim by the Contractor or an equitable adjustment hereunder will be allowed if asserted after Final Payment under this Contract.
- G. For additional Modification procedures see Section 01250, CONTRACT MODIFICATION PROCEDURES.

00749 PRICING OF ADJUSTMENTS

- A. When costs are a factor in any determination of a Contract Price adjustment pursuant to Section 00748, CHANGES, or any other Section of this Contract, such costs shall be in accordance with the contract cost principles and procedures in Subpart 31.1 of the Federal Acquisition Regulations (48 CFR 31.1). Where general and administrative expense is recoverable as part of any pricing adjustment under this Contract, the adjustment shall be based on the relationship between the entity's total general and administrative expenses allowable under FAR cost principles for all construction-type operations during the fiscal or calendar year covering the actual performance period of the work included in this pricing adjustment, and the entity's total cost input (excluding General and Administrative costs) for construction-type operations during the same period, expressed as a percentage, applied to the direct and overhead Contract costs included in the pricing adjustment; i.e., general and administration expenses will be paid on a percentage of cost basis, not on a daily rate type basis.
- B. Notwithstanding any interpretation of the aforementioned contract cost principles and procedures to the contrary, the Authority shall not be liable for interest, however represented, on or as a part of any Claim, request, proposal, or adjustment (including equitable adjustments) whether said Claim, request, proposal or adjustment (including equitable adjustments) arises under the Contract or otherwise.

00750 ACCOUNTING AND RECORD KEEPING

- A. Applicability: This Section shall become effective for and shall apply to any adjustment in the price of this Contract initiated by the Contractor or the Authority. However, where the original amount of this Contract is less than \$1,000,000, Paragraph C of this Section does not apply unless the adjustment is expected to exceed \$50,000.
- B. Forward Price Adjustments: Unless expressly waived in writing in advance by the Contracting Officer Representative, the Contractor shall furnish to the Contracting Officer Representative in accordance with Section 01330, SUBMITTAL PROCEDURES, a cost proposal in advance of performance of any work for which a price adjustment is requested under this Contract. The proposal format shall be as detailed in Section 00748, CHANGES. The Contractor shall initiate such records as are necessary to substantiate all elements of the pricing proposal. Such records supporting the costs of each pricing adjustment request shall be specifically segregated and identified in the Contractor's accounting system as being applicable to the pricing adjustment request.
- C. Post-Pricing Adjustments
 - 1. In addition to the records required to be originated under Paragraph B above, in the event pricing of an adjustment under this Contract is not agreed upon between the Contractor and the Contracting Officer Representative prior to the commencement of work for which the

pricing adjustment is requested, the Contractor and any Subcontractor engaged in work for which the pricing adjustment is requested, shall maintain accounts and original cost records specifically segregated and identified by job order or other appropriate accounting procedures approved by the Contracting Officer Representative of all incurred separated costs related to the work for which the pricing adjustment is requested. Proposed cost records and accounting procedures shall be submitted to the Contracting Officer Representative in accordance with Section 01330, SUBMITTAL PROCEDURES, for approval. The Contractor shall maintain accounts and records, which segregate and account for the costs of all work associated with that part of the Project for which the pricing adjustment is requested and shall allocate among:

- a. Work required under the base Contract or under any Option if applicable;
 - b. Work requested to be reimbursed under the pricing adjustment; and
 - c. Other claim, including but not limited to, changes, differing Site conditions, and the like.
2. In addition to the accounting system established to segregate and account for Contract Price adjustments, which shall accumulate such costs by work activity under logical cost groups, such as material, labor, equipment, Subcontracts, field overhead, and the like, the Contractor shall maintain field records associated with these costs on a form approved by the Contracting Officer Representative. Subject to agreement between the Contractor and the Contracting Officer Representative, or upon direction of the Contracting Officer Representative for work under Section 00748, CHANGES, the Contractor shall use Authority Forms (Daily Report - Labor, Materials, and Equipment), to be supplied by the Authority at the request of the Contractor and submitted in accordance with Section 01330, SUBMITTAL PROCEDURES. The terms of Section 00748, CHANGES, shall apply regardless of the form used. The use of Authority Forms to segregate Modification costs does not, in and of itself, invoke the provisions of Section 00748, CHANGES.
- D. Availability: The accounts, records, and costs information required to be originated under Paragraphs B and C above together with all other accounts, records, and costs information related to this Contract, shall be maintained and made available by the Contractor or Subcontractor(s):
1. At the office of the Contractor or Subcontractor(s) at all reasonable times for inspection, audit, reproduction, or such other purposes as may be required by the Contracting Officer Representative, or pursuant to any other Sections of this Contract;
 2. Until the expiration of three years from the date of payment of the final \$100 (Final Payment) under this Contract or such lesser time as is specified in Contractor Records Retention, Subpart 4.7 of the Federal Acquisition Regulations (48 C.F.R. 4.7) and for such longer period, if any, as is required by applicable statute, or by any other Sections of this Contract, or by Paragraphs D.2.a and D.2.b below:
 - a. If the Contract is completely or partially terminated, for a period of 3 years from the date of Final Payment; and
 - b. If a pricing adjustment is involved in any appeal under Section 00730, DISPUTE RESOLUTION, or in any litigation related to this Contract, for a period of 1 year following the final disposition of the appeal or litigation.
- E. When asserting a Claim under the various Sections of this Contract, the Contractor shall grant the Authority access to review and ascertain the validity of the accounting records being maintained for segregation of costs, including base cost records, and to audit such costs as are deemed appropriate

by the Contracting Officer Representative. No payment will be made to the Contractor on its Claim until such records are made available and access is permitted.

F. Limitation on Pricing Adjustment

1. In the event the Contractor or any Subcontractor fails to originate or to maintain, or to make available any accounts or records as required under this or any other Section of the Contract, any pricing adjustment or portion thereof previously granted by the Contracting Officer Representative for which records are not available, shall be rescinded and re-computed, or if a pricing adjustment has not yet been granted, shall be computed, in an amount not to exceed the direct costs for which accounts or records are not available, plus a single markup for indirect expenses not to exceed 10 percent of the direct costs so determined by the Contracting Officer Representative. The adjustment will be established by the Contracting Officer Representative based upon, at its election, one of the following:
 - a. An audit of any existing books and records of the Contractor or Subcontractor; or
 - b. An Authority estimate adopted by the Contracting Officer Representative; or
 - c. A combination of Paragraphs F.1 and F.2 above.
2. The Contractor and Subcontractors will not be allowed any profit for the work for which the Contractor or Subcontractor fails to originate, maintain, or to make available any accounts or records as required under this Contract.

G. The Contractor shall insert a clause containing all the provisions of this Section in all Subcontracts issued under this Contract, modified as necessary, for proper identification of the contracting parties and the Contracting Officer Representative under this Contract.

00751 AUDIT - PRICE ADJUSTMENTS

- A. General: The Authority shall have the audit and inspection rights described in the applicable Paragraphs B, C, and D below.
- B. Examination of costs: If this is a cost-reimbursement type, incentive, time and materials, labor-hour or price re-determinable contract, or any combination thereof, the Contractor shall maintain, and the Authority shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this Contract. Such right of examination shall include inspection at all reasonable times of the Contractor's plant, or such parts thereof, as may be engaged in the performance of this Contract.
- C. Cost or pricing data: If the Contractor submitted cost or pricing data in connection with the pricing of this Contract or any change or modification thereto submitted in accordance with Section 01330, SUBMITTAL PROCEDURES, unless such pricing was based on adequate price competition, established catalog, market prices of commercial items sold in substantial quantities to the public, prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, the Authority shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance or such Contract change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.
- D. The Contractor shall insert a clause containing all the provisions of this Section, including this Paragraph D in all Subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the Contracting Officer Representative under this Contract.

00752 CERTIFICATE OF CURRENT COST OR PRICING DATA

- A. The Contractor shall provide a Certificate of Current Cost or Pricing Data to the Authority in accordance with Section 01330, SUBMITTAL PROCEDURES, on a form suitable to the Contracting Officer as required in Subpart 15.403 of the Federal Acquisition Regulations (48 CFR 15.403) in support of any negotiated contract expected to exceed \$100,000 or any modification to a formally advertised or negotiated contract on which the aggregate of the increases and decreases in cost are expected to exceed \$100,000. The Contracting Officer Representative at its discretion may request cost or pricing data for modifications on which costs are less than \$100,000 and an attendant certificate of current cost or pricing data. Cost or Pricing data submittal procedures are specified in Section 00201, GENERAL INSTRUCTIONS, and Section 00748, CHANGES.

00753 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - PRICE ADJUSTMENTS

- A. This Section shall become operative only with respect to Modifications of this Contract, which involve aggregate increases, decreases, or both in cost plus applicable profits in excess of \$100,000 unless the modification is priced on the basis of adequate competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation. The right to price reduction under this Section is limited to defects in data relating to such Modification.
- B. If any price, including profit or fee, negotiated in connection with any price adjustment under this Contract was increased by any significant sums because:
1. The Contractor furnished cost or pricing data in accordance with Section 01330, SUBMITTAL PROCEDURES, which was not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;
 2. A Subcontractor, pursuant to the Section 00754, SUBCONTRACTOR COST OR PRICING DATA, or any Subcontract provision therein required, furnished cost or pricing data in accordance with Section 01330, SUBMITTAL PROCEDURES, which was not complete, accurate, and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data;
 3. A Subcontractor or prospective Subcontractor furnished cost or pricing data in accordance with Section 01330, SUBMITTAL PROCEDURES, which was required to be complete, accurate, and current and to be submitted to support a Subcontract cost estimate furnished by the Contractor in accordance with Section 01330, SUBMITTAL PROCEDURES, but which was not complete, accurate, and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 4. The Contractor or a Subcontractor or prospective Subcontractor furnished any data, not within Paragraphs B.1, B.2, or B.3 above in accordance with Section 01330, SUBMITTAL PROCEDURES, which was not accurate, as submitted; then the price shall be reduced accordingly and the Contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the Contract Price due to defective Subcontract data of a prospective Subcontractor, when the Subcontract was not subsequently awarded to such Subcontractor, will be limited to the amount, plus applicable overhead and profit markup, by which the actual Subcontract, or actual cost to the Contractor if there was not a Subcontract, was less than the prospective Subcontract cost estimate submitted by the Contractor in accordance with Section 01330, SUBMITTAL PROCEDURES, provided the actual Subcontract price was not affected by defective cost or pricing data. (Note: Since the Contract is subject to reduction under this Section by reason of defective cost or pricing data submitted in connection with certain Subcontracts, it is expected that the Contractor may wish to include an article in each such Subcontract requiring the Subcontractor to appropriately indemnify the Contractor. However, the inclusion of such an article and the

terms thereof are matters of negotiation and agreement between the Contractor and the Subcontractor, provided that they are consistent with disputes provisions in Subcontracts. It is also expected that any Subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by its lower tier Subcontractors.)

00754 SUBCONTRACTOR COST OR PRICING DATA

- A. The Contractor shall require Subcontractors hereunder to submit cost or pricing data in accordance with Section 01330, SUBMITTAL PROCEDURES, prior to award of any negotiated lump sum or cost-reimbursement type, incentive, or price re-determinable Subcontract over \$100,000. The Contractor shall require Subcontractors to certify that to the best of their knowledge and belief, the cost and pricing data submitted under this Paragraph is accurate, complete, and current as of the date of execution, which date shall be as close as possible to the date of agreement on the negotiated price of the Subcontract. The Contractor shall insert the substance of this Section in each of its negotiated lump sum or cost reimbursement type, price re-determinable, or incentive Subcontracts over \$100,000 hereunder. The Contractor also shall insert the substance of this Section in each Subcontract with respect to any change or other modification made pursuant to one or more Sections of this Contract, which involves a price adjustment greater than \$100,000. The Contractor shall conduct a cost analysis of all negotiated Subcontracts.
- B. The requirements that follow shall become operative only with respect to any change or other modification made pursuant to one or more Sections of this Contract, which involves a price adjustment in excess of \$100,000. The requirements of this Section shall be limited to such price adjustments:
1. The Contractor shall require Subcontractors hereunder to submit cost or pricing data in accordance with Section 01330, SUBMITTAL PROCEDURES:
 - a. Prior to award of any cost-reimbursement type, incentive, or price re-determinable Subcontract;
 - b. Prior to the award of any Subcontract the price of which is expected to exceed \$100,000; or,
 - c. Prior to the pricing of any Subcontract change or other modification for which the price adjustment is expected to exceed \$100,000; except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation.
 2. The Contractor shall require Subcontractors to certify that to the best of their knowledge and belief the cost and pricing data submitted under this Paragraph B is accurate, complete, and current as of the date of execution, which date shall be as close as possible to the date of agreement on the negotiated price of the Contract Modification.
- C. The Contractor shall insert the substance of this Section in each Subcontract hereunder, which exceeds \$100,000.

00755 FINAL PAYMENT

- A. The Authority will make Final Payment to the Contractor following Acceptance of Work, including receipt of releases from owners of property affected by the Contractor's performance under this Contract, and submittal of a final Affidavit of Amounts Paid to all businesses participating under the Contract. Final Payment shall include the entire sum found to be due hereunder after deducting therefrom such amounts as the terms of this Contract permit. Prior estimates and payments, including those relating to extra work or work omitted, shall be subject to correction by the Final Payment. Final Payment will be made only for materials actually incorporated in the Work; and, all materials remaining for which progress payments

have been made shall revert to the Contractor, unless otherwise agreed, and progress payments made for these items shall be deducted from the Final Payment for the Work.

- B. By accepting Final Payment, the Contractor will be deemed thereby to have released the Authority from all Claims of the Contractor and all liability to the Contractor for things done or furnished in connection with the Work and for every act and neglect of the Authority and others relating to or arising out of the Work.

00756 NOT USED

00757 WARRANTY/GUARANTEE OF CONSTRUCTION

- A. Unless otherwise specifically provided for in the Contract, the Contractor, notwithstanding any final inspection, acceptance, or payment guarantees that all work performed and materials and equipment furnished under this Contract are in accordance with the Contract requirements. The Contractor also guarantees that when installed all materials and equipment were free from defects and will remain so for a period of at least 2 years from the date of Acceptance by the Authority.
- B. If defects of any kind should develop during the period such guarantees are in force, the Contracting Officer will immediately notify the Contractor in writing of such defects. The Authority thereupon shall have the right, by a written notice to that effect, to require the Contractor to repair or replace all inferior or defective work, material, or equipment or permit it to remain in place and assess the Contractor the costs it (the Contractor) would have incurred had the Contractor been required to effect repair or replacement.
- C. Corrections or replacement of parts, materials, equipment, supplies or construction made pursuant to the provisions of this Section shall also be subject to the provisions of the Contract including this clause to the same extent as parts, material, equipment, supplies, or construction originally installed. The warranty, with respect to such new or corrected parts, materials, equipment, supplies, or construction, shall be equal in duration as that set forth in Paragraph A above and shall run from the date that such parts, materials, equipment, supplies, or construction are replaced or corrected and accepted by the Authority.
- D. The Contractor guarantees to reimburse the Authority for, or to repair or replace, damages to the Site, buildings, or contents thereof that are caused by inferior or defective workmanship, or the use of inferior or defective materials or equipment in the performance of this Contract. The Contracting Officer will immediately notify the Contractor in writing when such damage occurs. The Authority shall have the right to require the Contractor to repair or replace such damaged areas or equipment, or elect to permit such damage to remain as is and assess the Contractor the costs it would have incurred had it been required to effect repair or replacement.
- E. Should the Contractor fail to proceed promptly, after notification by the Contracting Officer, to repair or replace inferior or defective work, material, or equipment, or damage to the Site, buildings, or contents, thereof, caused by inferior or defective work, or the use of inferior or defective materials, or equipment, the Authority may have such work, material, equipment, or damage repaired or replaced and charge all costs incident thereto to the Contractor.
- F. Special guarantees that may be required under the Contract shall be subject to the elections set forth above unless otherwise provided in such special guarantees.
- G. Should the Contractor fail to prosecute the Work or fail to proceed promptly to provide guarantee period services after notification by the Contracting Officer, the Authority may, subject to Section 00727, TERMINATION FOR DEFAULT, DAMAGES FOR DELAY AND TIME EXTENSIONS, contained in this Contract, and after allowing the Contractor 10 Days to correct and comply with the Contract, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed or

unsatisfactorily performed. In this event, the Authority may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliance, and plant on the Work Site necessary for completing the Work. The Contractor and its sureties shall be liable for damages to the Authority resulting from the Contractor's refusal or failure to complete the Work within this specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes increased costs incurred by the Authority in completing the Work.

- H. The decision of the Contracting Officer as to liability of the Contractor under this Section is subject to the appeal procedure provided for in Section 00730, DISPUTE RESOLUTION, of this Contract.
- I. All Subcontractor's, manufacturers', and Suppliers' warranties and guarantees, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained in accordance with Section 01775, CLOSEOUT, and shall be enforced by the Contractor for the benefit of the Authority without the necessity of separate transfer or assignment thereof, provided that, if directed by the Authority, the Contractor shall require such Subcontractor's, manufacturers and Suppliers to execute such warranties and guarantees in writing to the Authority in accordance with Section 01775, CLOSEOUT. In connection therewith, the Contractor further agrees to perform the Work in such a manner or consistent with and so as to preserve all such warranties and guarantees.
- J. Certain specifications Sections and General Requirements provide for a warranty longer than the general warranty provided in this Contract, or commence from dates other than Final Completion and Acceptance of the Work. Where such warranties are specified as both in addition to the general warranty and in total years, the total years shall govern, and the warranty period shall commence from Final Completion and Acceptance of the Work.

00758 CORRECTION OF DEFICIENCIES

- A. This Section shall apply only to those deficiencies discovered by either the Authority or the Contractor within 2 years after Acceptance. Materials or equipment will be regarded as having a deficiency if a type of material or equipment in like service accumulates a failure rate greater than 5 percent within a period of 2 years following Acceptance by the Authority. Systems or subsystems will be regarded as having a deficiency if they exhibit conditions or characteristics, which are not in compliance with the Contract Documents, and intent of this Contract anytime during a period extending for 2 years following their Acceptance by the Authority.
- B. Notice of deficiency to Contractor: If the Authority determines that a deficiency exists in any of the materials, equipment, systems, or subsystems provided the Authority under this Contract, it will promptly notify the Contractor of the deficiency, in writing, within 30 Days.
- C. Recommendation for correction: Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted materials, equipment, systems, or subsystems, the Contractor shall promptly submit to the Authority its recommendation for corrective actions, together with supporting information in sufficient detail for the Authority to determine what corrective action, if any, shall be undertaken in accordance with Section 01775, CLOSEOUT. The recommendation shall be submitted to the Authority within 15 working days of discovery or receipt of notice of the deficiency.
- D. Direction to Contractor concerning correction of deficiencies: Within 30 Days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, at its sole discretion, will give the Contractor written notice not to correct any deficiency, or to correct or partially correct any deficiency within a reasonable time and at a specified location.
- E. Schedule of deficiency corrections: The Contractor shall prepare Schedule of Deficiency Corrections and deliver it to the Authority for approval in accordance with Section 01775, CLOSEOUT, within 15

working days of discovery of deficiency by the Contractor or receipt of notice of discovery of a deficiency by the Authority.

- F. Correction of deficiencies by Contractor: The Contractor shall promptly comply with all timely written directions by the Contracting Officer to correct or partially correct a deficiency, at no increase in the Contract Price. The Contractor shall also prepare and furnish to the Authority in accordance with Section 01775, CLOSEOUT, data and reports applicable to corrections required under this Section (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract Price.
- G. Modification of Contract with respect to uncorrected deficiencies: In the event of timely notice of a decision not to correct or only to partially correct a deficiency, the Contractor shall submit to the Authority within 15 working days, a technical and cost proposal to amend the Contract in accordance with Section 01775, CLOSEOUT, to permit acceptance of the affected materials, equipment, systems, or subsystems in accordance with the revised requirements, and an equitable reduction in Contract Price shall promptly be negotiated by the parties and stated in a Modification to this Contract.
- H. Failure to correct: If the Contractor fails or refuses to present a detailed recommendation for corrective action and to prepare and furnish data and reports as required in Paragraph G above, then the Contracting Officer will give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be corrected. If the failure or refusal is not corrected within the specified period, the Contracting Officer may, by contract or otherwise, as required:
1. Obtain detailed recommendations for corrective action;
 2. Either:
 - a. Correct the materials, equipment, systems or subsystems, or
 - b. Replace the materials, equipment, systems or subsystems; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of non-conforming materials, equipment, systems or subsystems for the Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expense of care and disposition, as well as for excess costs incurred or to be incurred;
 3. and obtain applicable data and reports.
 4. Charge to the Contractor the cost occasioned to the Authority thereby.
- I. Correction of deficient replacements and re-performances: Materials or equipment corrected or furnished in replacement and systems or subsystems revised pursuant to this Section shall also be subject to all the provisions of the Contract to the same extent as materials, equipment, systems, or subsystems initially accepted.
- J. The correction of materials or equipment exhibiting a failure rate greater than 5 percent means taking of any and all actions necessary to correct the deficiencies, including removal and replacement of all pieces of material or equipment in like service in a manner satisfactory to the Contracting Officer Representative. The correction of systems or subsystems exhibiting one or more deficiencies means taking any and all actions necessary to eliminate any and all deficiencies in a manner satisfactory to the Authority.
1. Disassembly/reassembly expense: The Contractor shall be liable for reasonable cost of disassembly/reassembly of larger items necessary to remove the materials or equipment to be inspected and/or returned for correction or replacement.

2. Transportation charges:

- a. When the Authority returns supplies to the Contractor for correction or replacement pursuant to this Section, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the designated destination point under this Contract to the Contractor's plant, in addition to any charges provided for in Paragraph J.2.b below. The Contractor shall also bear the responsibility for the supplies while in transit.
- b. When compliance with the terms of this Section by the Contractor involves shipment of corrected or replacement supplies from the Contractor to the Authority, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the Contractor's plant to the designated destination point under this Contract, in addition to any charges provided for Paragraph J.2.a above. The Contractor shall also bear the responsibility for the supplies while in transit.

K. No extension in time for performance; no increase in Contract Price: In no event shall the Authority be responsible for extension or delays in the scheduled deliveries or Periods of Performance under this Contract as a result of the Contractor's obligations to correct deficiencies, nor shall there be any adjustment of the delivery schedule or Period of Performance as a result of such correction of deficiencies, except as may be agreed to by the Authority in a supplemental agreement with adequate consideration.

L. The Contractor shall not be responsible under this Section for the correction of deficiencies in Authority-furnished property, except for deficiencies in installation, unless the Contractor performs or is obligated to perform any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of deficiencies to the extent of such modifications or other work.

M. The Contractor shall not be responsible under this Section for the correction of deficiencies caused by the Authority.

00759 COVENANT AGAINST CONTINGENT FEES

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies utilized by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Contracting Officer shall have the right to annul this Contract without liability or in his or her discretion to deduct from the Contract Price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

00760 OFFICIALS NOT TO BENEFIT

A. No member of Congress or resident commissioner shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom; but this Paragraph shall not be construed to extend to this Contract if made with a corporation for its general benefit.

B. No member, officer, or employee of the Authority or of a local public body during tenure with the Authority or with another local public body and 1 year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

00761 GRATUITIES

A. In connection with performance of work required under this Contract, or any changes or Modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts, or otherwise)

by the Contractor, or any agent, representative, or other person deemed to be acting on behalf of the Contractor, or any Supplier or Subcontractor furnishing material to or performing work under this Contract, or any agent, representative or other person deemed to be acting on behalf of such Supplier or Subcontractor, to any Director, Officer, or employee of the Authority; or to any Director, Officer, employee, or agent of any of the Authority's agents, consultants, representatives, or other persons deemed to be acting for or on behalf of the Authority, with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly forbidden. The terms of this Section 00761, GRATUITIES, shall be strictly construed and enforced in the event of violations hereto.

00762 CONFLICT OF INTEREST

- A. Neither the Contractor nor any person affiliated with it shall have, during the term of this Contract and any extension thereof, any contractual or other financial relationship with the Authority, with any Authority prime contractor, or with any Subcontractor or Supplier to any Authority prime contractor other than the contractual relationship established under this Contract, unless an exception is granted as described below. Such exceptions will not unreasonably be withheld.
- B. Upon request of the Contractor submitted in accordance with Section 01330, SUBMITTAL PROCEDURES, and upon full disclosure and for good cause the Contracting Officer may, at its sole discretion, grant an exception to the requirement of this Section 00762, CONFLICT OF INTEREST, when in its judgment, the exception will not create a conflict between the Contractor's duties and obligations under this Contract and the duties and obligations imposed on the Contractor under the contractual or other relationship for which an exception is requested.
- C. If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved, which is not in compliance with the provisions of this Section 00762, CONFLICT OF INTEREST, it shall promptly notify the Contracting Officer in writing, within five (5) working days after it becomes aware of the potential or actual organizational conflict of interest, in accordance with Section 01330, SUBMITTAL PROCEDURES, and fully disclose all circumstances thereof. Should the Contracting Officer not grant an exception to the requirements of this Section 00762, CONFLICT OF INTEREST, the Contractor shall, within 10 Days of written notice from the Contracting Officer to do so, take all action necessary to comply with the terms of this Section.
- D. If the Contractor fails to comply with the terms of this Section 00762, CONFLICT OF INTEREST, the Contracting Officer may withhold payments due under the Contract until such time as the Contractor is in compliance or, should the non-compliance remain uncorrected at the expiration of 10 Days from written notice from the Contracting Officer as provided in this Section, terminate the Contract for default pursuant to Section 00727, TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, AND TIME EXTENSIONS, of this Contract.
- E. The Contractor, in performing this Contract, shall avoid all conduct, which might result in or give the appearance of creating for Directors, Officers, or employees of the Authority in their relationship with the Contractor any conflicts of interest or favoritism or the appearance thereof and shall avoid any conduct, which might result in a Director, Officer, or employee failing to adhere to the Standards of Conduct adopted by the Authority's Board of Directors.

- F. The Contractor shall not, during the period of performance of the Contract, engage in any other contracts where its customary role would or might:
1. Impair the actual or potential ability of the Contractor to render impartial assistance or advice to the Authority;
 2. Impair the Contractor's objectivity in performing this Contract or any other Authority contract, and
 3. Give the Contractor an unfair competitive advantage with respect to the work under another proposed Authority contract.
- G. Any determination by the Contracting Officer under this Section shall be final and shall be subject to Section 00730, DISPUTE RESOLUTION.

00763 EMPLOYMENT RESTRICTION WARRANTY

- A. The Contractor warrants that it will not offer employment to any officer or employee of the Washington Metropolitan Area Transit Authority (WMATA) who has been involved, directly or indirectly, in any matter of financial interest to the Contractor until at least 1 year after the officer or employee has ceased involvement in or responsibility for the matter.
- B. The Contractor further warrants that it will not employ any WMATA officer or employee who has had direct responsibility for any matter of financial interest to the Contractor within the year prior to the retirement or termination of the officer or employee until at least 1 full year after such officer or employee has left the employment of the Authority.
- C. The 1-year restriction described in Paragraphs A and B above may be waived at the discretion of the Authority if the WMATA employee or former employee has been subject to a Reduction in Force; in such case, the Authority will provide the Contractor with a letter to that effect.
- D. If a waiver is granted, or if a former employee of WMATA is eventually hired, the Contractor shall be responsible for ensuring that the former employee is not directly involved in negotiating or otherwise dealing with WMATA on any particular matter over which such employee had responsibility during his or her period of employment at WMATA.
- E. Should the Contractor fail to comply with Paragraphs A, B, or D above, the Authority shall have the right to withhold payment under this Contract in an amount not to exceed 2 percent of the total Contract amount as liquidated damages to the Authority, such withholding shall be in addition to any other withholding or damages available for other matters under this Contract. Further, the Authority will consider such violation in evaluating the Contractor's responsibility in connection with award of any other Authority contract.

00764 CIVIL RIGHTS REQUIREMENTS

- A. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Authority, and the FTA if applicable, may issue.
- B. Equal Employment Opportunity: The following equal employment opportunity requirements apply to this Contract.

1. Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with all applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with all implementing requirements the Authority, and the FTA if applicable, may issue.
 2. Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with all implementing requirements the Authority, and the FTA if applicable, may issue.
 3. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with all implementing requirements the Authority, and the FTA if applicable, may issue.
- C. The Contractor also agrees to include these requirements in each Subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. The Contractor shall make a good faith effort to contract with businesses located in the WMATA compact jurisdiction and to recruit and employ residents of that jurisdiction.

00765 NOT USED

00766 UTILIZATION OF SMALL BUSINESS CONCERNS

- A. It is the policy of the Authority that a fair proportion of the purchases and contracts for supplies and services for the Authority be placed with small business concerns.
- B. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this Contract.

00767 DAVIS BACON AND COPELAND ANTI-KICKBACK ACTS

A. Minimum Wages:

1. All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing-Act of 1949 in the construction or development of the project), shall be paid unconditionally and not less often than once a

week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the Wage Determination of the Secretary of Labor, which is attached hereto and made a part hereof as specified in APPENDIX D to Section 00800, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. §5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs that cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided at 29 C.F.R. §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R. §5.5(a)(1)(ii) And the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractor at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

- a. The Authority will require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Authority will approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry, and
 - (3) The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Authority agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the Contracting Officer Representative to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 Days of receipt and so advise the Authority or will notify the Authority within the 30-Day period that additional time is necessary.
- c. In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the Authority do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Authority will refer the questions, including the views of all interested parties and the recommendation of the Authority to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with

30 Days of receipt and so advise the Authority or will notify the Authority within the 30-Day period that additional time is necessary.

- d. The wage rate (including fringe benefits where appropriate) determined pursuant to Paragraphs 1.a.1) and 1.a.2) above, shall be paid to all workers including helpers performing work in the classification under this Contract from the first day on which work is performed in the classification.
 2. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 3. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor submitted through the Contracting Officer Representative in accordance with Section 01330, SUBMITTAL PROCEDURES, that the applicable standards of the Davis- Bacon act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- B. Withholding: The Authority will, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor, under this Agreement or any other Authority contract with the same recipient, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee or funds until such violations have ceased.
- C. Payrolls and Basic Records
1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(b) of the Davis-Bacon act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. §5 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(b) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records, which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the

registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The Contractor shall submit weekly in accordance with Section 01330, SUBMITTAL PROCEDURES, for each week in which any Contract work is performed, a copy of all payrolls to the Authority. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. §5.5(a)(3)(i). This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock no. 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all Subcontractors in accordance with Section 01330, SUBMITTAL PROCEDURES.
 - a. Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and submit in accordance with Section 01330, SUBMITTAL PROCEDURES and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. §5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
 - b. The weekly submission in accordance with Section 01330, SUBMITTAL PROCEDURES, of a properly executed certification set forth on the reverse side of optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. §5.5(a)(3)(ii)(B).
 - c. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under 18 U.S.C. §1001 and 31 U.S.C. §3729.

D. Apprentices and Trainees

1. The Contractor or Subcontractor shall make the records required under 29 C.F.R. §5.5(a)(3)(i) available for inspection, copying, or transcription by authorized representatives of the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records in accordance with Section 01330, SUBMITTAL PROCEDURES, or make them available, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 C.F.R. §5.12.

- a. Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, Training and Employer Labor Services, or with a State apprenticeship agency recognized by the Office, or if a person is employed in his or her first 90 Days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship, Training and Employer Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage on the wage, determination for the classification of work actually performed. In addition, any apprentice performing work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship, Training and Employer Labor Services, or a state apprenticeship agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
2. Trainees: Except as provided in 29 C.F.R. §5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the employment and training administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than

the applicable wage rate on the wage determination for the work actually performed. In the event the employment and training administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal employment opportunity: The utilization of apprentices, trainees, and journeymen under 29 C.F.R. Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order No. 11246, as amended 29 C.F.R. Part 30.
 4. Helpers: Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in 29 C.F.R. §5.5(a)(1)(ii). The allowable ratio of helpers to journeyman employed by the Contractor or Subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each Contractor's or in each Subcontractor's own work force employed on the job site.) Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 C.F.R. §5.2(n)(4), shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeyman's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.
- E. Contract Termination: Debarment. A breach of the Contract clauses in 29 C.F.R. §5.5 may be grounds for termination of the Contract, and for debarment as a Contractor or a Subcontractor as provided in 29 C.F.R. §5.12.
- F. Compliance with Davis-Bacon and Related Act Requirements: All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are incorporated herein by reference.
- G. Disputes Concerning Labor Standards: Disputes arising out of the Labor Standards provisions of this Contract shall not be subject to Section 00730, DISPUTE RESOLUTION, of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this Section include disputes between the Contractor (or any of its Subcontractors) and the Contracting Agency, the U.S. Department of Labor, or the employees or their representatives.
- H. Certification of Eligibility:
1. By entering into this agreement or a third party contract financed under this agreement the Contractor certifies that neither it (nor he nor she) nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. §5.12(a)(1).
 2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. §5.12(a)(1).
 3. The penalty for making false statement is prescribed in the U.S. Criminal code, 18 U.S.C.1001.
- I. Overtime Requirements: Neither the Contractor nor any Subcontractor contracting for any part of the Contract Work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanics in any work week in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanics receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.

- J. Violation, Liability for Unpaid Wages and Liquidated Damages: In the event of any violation of the requirements of 29 C.F.R. §5.5(b)(1), the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) if the Contract is funded by the FTA, and if not, to the Authority for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. §5.5(b)(1) In the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by 29 C.F.R. §5.5(b)(1).
- K. Withholding for Unpaid Wages and Liquidated Damages: The FTA or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract, or any other Authority contract with the same Contractor or any federally-assisted contract subject to the Contract Work Hours and Safety Standards Act if FTA funding is provided for the Contract, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. §5.5(b)(2).
- L. Wage Rates:
1. The minimum wages, which in addition to basic hourly rate of pay, include fringe benefit payments to be paid laborers and mechanics on this Project pursuant to this Section as determined by the Secretary of Labor to prevail for corresponding classes of laborers and mechanics employed on projects similar in character to the Contract work in the pertinent locality, are set forth as an attachment to this Contract.
 2. All classes of laborers and mechanics not listed but employed on this Contract shall be classified or reclassified conformably to the schedule set out therein by mutual agreement between the Contractor and class of labor concerned, subject to prior approval of the Contracting Officer Representative. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborer and mechanics to be used, the question, accompanied by the recommendation of the Contracting Officer Representative, shall be referred to the Secretary of Labor for final determination.
 3. For Current Wage Modifications, Refer to Appendix D - WAGE DETERMINATION OF THE SECRETARY OF LABOR, included as an Appendix to Section 00800, SUPPLEMENTARY CONDITIONS.
- M. Subcontracts: The Contractor or Subcontractor shall insert in all Subcontracts, the clauses set forth in Paragraphs A through M of this Subsection 00767, DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS, and a clause requiring the Subcontractor to include these clauses in all lower tier Subcontracts. The Contractor shall be responsible for compliance by all Subcontractors with Paragraphs A through M of this Subsection 00767, DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS.

00768 WALSH-HEALEY PUBLIC CONTRACTS ACT

- A. If this Contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount, which exceeds or may exceed \$10,000 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

1. All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may be hereafter, be in effect.
2. All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped worker may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

00769 NOTICE TO THE AUTHORITY OF LABOR DISPUTES

- A. Whenever the Contractor has knowledge that an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof in accordance with Section 01330, SUBMITTAL PROCEDURES, including all relevant information with respect thereto, to the Contracting Officer Representative.
- B. The Contractor agrees to insert the substance of this Section 00769, NOTICE TO THE AUTHORITY OF LABOR DISPUTES, in all Subcontracts hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such Subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify its next higher tier Subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

00770 CONVICT LABOR

- A. In connection with the performance of work under this Contract, the Contractor agrees not to employ any person serving a sentence of imprisonment at hard labor.

00771 FEDERAL, STATE, AND LOCAL TAXES

- A. The Contract Price includes all applicable Federal, State, and local taxes and duties.
- B. Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this Contract, if a statute, court decision, written ruling, or regulation takes effect after the Contract Date and results in the following:
 1. The Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof, which would not otherwise have been payable on such transactions or property, the Contract Price shall be increased by the amount of such tax or duty or rate increase, provided the Contractor warrants in writing in accordance with Section 01330, SUBMITTAL PROCEDURES, that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Contract Price as a contingency reserve or otherwise; or
 2. The Contractor not being required to pay or bear the burden of, or in its obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the Contract Price, the Contract Price shall be decreased by the amount of the relief, refund, or drawback, or that amount of the relief, refund, or drawback, or that amount that shall be paid to the Authority, as directed by the Contracting Officer Representative. The Contract Price shall be similarly decreased if the Contractor, through its fault or negligence or its failure to follow instructions of the Contracting Officer Representative, is required to pay or bear the burden of, or does not obtain a refund or drawback or, any such Federal excise tax or duty.

- C. Paragraph B above shall not be applicable to Social Security taxes or to any other employment tax.
- D. No adjustment of less than \$100 shall be made in the Contract Price pursuant to Paragraph B above.
- E. As used in Paragraph B above, the term Contract Date means the date set for Bid opening. As to additional supplies or services procured by Modification to this Contract, the term Contract Date means the date of such Modification.
- F. Unless there does not exist any reasonable basis to sustain an exemption, the Contracting Officer Representative, upon the request of the Contractor in accordance with Section 01330, SUBMITTAL PROCEDURES, shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax; provided that, evidence appropriate to establish exemption from and Federal excise tax or duty, which may give rise to either increase or decrease in the Contract Price will be furnished only at the discretion of the Contracting Officer Representative.
- G. The Contractor shall promptly notify the Contracting Officer Representative in accordance with Section 01330, SUBMITTAL PROCEDURES, of matters, which will result in either an increase or decrease in the Contract Price, and shall take action with respect thereto as directed by the Contracting Officer Representative.

00772 ADDITIONAL BOND SECURITY

- A. For information on Additional Bond Security, see Section 00613, PERFORMANCE AND PAYMENT BONDS (Additional Bond Security).

00773 PATENT AND COPYRIGHT INDEMNITY

- A. In addition to any other indemnification provided in this Contract, the Contractor agrees to defend, hold harmless, and indemnify the Authority and its officers, representatives, agents, and employees acting within the scope of their official duties, from and against any and all Claims, demands, liabilities, damages, losses, costs, and expenses (including, but not limited to, court costs, and reasonable attorney's fees and expenses) of any nature whatsoever in any way arising out of infringement upon any Letters of Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Authority of supplies furnished or work performed hereunder. Similarly, the Contractor indemnifies the Authority from all claims of copyright infringement resultant from actions of the Contractor or any of its Subcontractors or Suppliers. Nothing in this Section shall be construed to require any indemnification, which would make this Section void or unenforceable or to eliminate or reduce any indemnification or rights, which the Authority or Contractor has by law.

00774 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

- A. The Contractor shall report to the Contracting Officer Representative in accordance with Section 01330, SUBMITTAL PROCEDURES, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.
- B. In the event of any action, Claim, or suit against the Authority on account of any alleged patent or copyright infringement arising out of or related to the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Authority in accordance with Section 01330, SUBMITTAL PROCEDURES, when requested by the Contracting Officer Representative, all evidence and information in possession of the Contractor pertaining to such action, suit, or Claim. Such evidence and information shall be furnished at the expense of the Authority except where the Contractor has agreed to defend, indemnify, or hold harmless the Authority. This Section shall be included in all Subcontracts.

00775 AUTHORITY RIGHTS IN TECHNICAL DATA

- A. All, designs, drawings, specifications, Samples, processes (including Computer Software), laboratory testing analyses and reports, notes, As-Built Drawings produced during and after completion of construction and other work produced in the performance of this Contract, or in the contemplation or implementation thereof shall be and remain the sole property of the Authority and may be used on any other work without additional cost to the Authority. Any re-use of design services shall be at the Authority's sole risk and with respect thereto, the Contractor agrees not to assert any rights or to establish any claim under the design patent or copyright laws and not to publish or reproduce such matter in whole or in part or in any manner or form, or authorize others so to do, without the written consent of the Authority until such time as the Authority may have released such matter to the public. Further, with respect to any design or process, which the Authority desires to protect by applying for and prosecuting a design patent application, or otherwise, the Contractor agrees to furnish the Authority such duly executed instruments and other papers (prepared by the Authority) as are deemed necessary to vest in the Authority the rights granted it pursuant to this Section. The Contractor, for a period of 3 years after completion of the Project or task, agrees to furnish and to provide access to the originals or copies of all such materials on the request of the Authority.
- B. Rights in Technical Data:
1. The Authority shall have the right to use, duplicate, or disclose Technical Data, which includes, without limitation, computer software and other items listed below, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - a. All manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
 - b. Technical Data pertaining to end items, components or processes, which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements ("form, fit and function" data; e.g., specification control drawings, catalog sheets, outline drawing; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
 - c. Other Technical Data, which has been, or is normally furnished without restriction by the Contractor or Subcontractor;
 - d. Other specifically described Technical Data, which the parties have agreed will be furnished without restriction.
- C. The Authority shall have the right to use, duplicate, or disclose Technical Data other than that defined in Paragraph B.1.a above, in whole or in part, with the express limitation that such Technical Data shall not, without the written permission of the party furnishing such Technical Data, be:
1. Released or disclosed in whole or in part outside the Authority;
 2. Used in whole or in part by the Authority for manufacture; or
 3. Used by a party other than the Authority except for emergency repair or overhaul work only, by or for the Authority where the item or process concerned is not otherwise reasonably available to enable timely performance of the Work; provided, that the release or disclosure thereof outside the Authority shall be made subject to a prohibition against further use, release, or disclosure.

4. Technical Data provided in accordance with the provisions of Paragraph B.1.b above shall be identified by a legend, which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
5. The term Technical Data as used in this Section means technical writing, Computer Software, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract in accordance with Section 01330, SUBMITTAL PROCEDURES, and Section 01775, CLOSEOUT. The term does not include financial reports, cost analyses, and other information incidental to Contract administration. Computer Software as used in this Section means computer programs, computer databases, and documentation thereof.
6. Material covered by copyright:
 - a. The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all Technical Data now or hereafter covered by copyright.
 - b. No such copyrighted matter shall be included in Technical Data furnished hereunder without the written permission of the copyright owner for the Authority to use such copyrighted matter in the manner above described.
 - c. The Contractor shall report to the Authority promptly, and in reasonable written detail, each notice or claim of copyright infringement received by the Contractor with respect to any Technical Data delivered hereunder.
 - d. Relation to patents: Nothing contained in this Section shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
 - e. Any dispute under this Section shall be subject to Section 00730, DISPUTE RESOLUTION.
 - f. Notwithstanding any other payment provision in this Contract, the Authority may retain from payment up to 10 percent of the Contract Price until final delivery and acceptance of the Technical Data defined in this Section and as required to be furnished by the Contract Documents.

00776 TECHNICAL DATA - WITHHOLDING OF PAYMENT

- A. If Technical Data, specified to be delivered under this Contract, is not delivered within the time specified by this Contract or is deficient upon delivery (including having restrictive markings not specifically authorized by this Contract), the Authority may until such data is accepted by the Authority, withhold payment to the Contractor of 10 percent of the total Contract Price or amount unless a lesser withholding is specified in the Contract. Payments will not be withheld nor any other action taken pursuant to this Paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of or is beyond the control and without the fault or negligence of the Contractor.
- B. After payments total 90 percent of the total Contract Price or amount and if all Technical Data specified to be delivered under this Contract has not been accepted, the Authority may withhold from further payment, in addition to other withholdings specified elsewhere, such sum as it considers appropriate, not exceeding 10 percent of the total Contract Price or amount unless a lesser withholding limit is specified in the Contract.

- C. The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Authority under this Contract.

00777 INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification:

1. Contractor shall indemnify, defend, and hold harmless the Authority, its directors, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and the Authority, occurring in connection with, or in any way arising out of the use, occupancy and performance of the Work and any acts in connection with activities to be performed under this Contract, unless the loss or damage is due to the sole negligence of the Authority. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any obligation of Contractor under this Contract.
2. Contractor shall indemnify, defend, and hold harmless the Authority, its directors, officers, employees, and agents against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorney's fees related to, arising from, or attributable to any effluent or other hazardous waste, residue, contaminated soil, or other similar material discharged from, removed from, or introduced on, about, or under the job Site; provided, however, that the foregoing indemnity does not apply to loss or damage due to preexisting conditions, whether known or unknown.
3. If any action or proceeding relating to the indemnification required is brought against the Authority, then upon written notice from the Authority to the Contractor, the Contractor shall, at the Contractor's expense, resist or defend such action or proceeding by counsel approved by the Authority in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. The Authority reserves the right to use its own counsel under this indemnity at Contractor's sole cost and expense.
4. Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to the Authority pursuant to this Section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

- B. The Contractor shall provide the Authority with evidence of its Contractor's insurance coverage for the exposures listed in Section 00877 INDEMNIFICATION AND INSURANCE REQUIREMENTS.

00778 LIQUIDATED DAMAGES

- A. The Contractor understands that if it fails to complete portions or all of the Work as described in Section 00724, PERIOD OF PERFORMANCE AND PROJECT SCHEDULE, the Authority will suffer damages, which have been estimated and are specified in Section 00878, LIQUIDATED DAMAGES.
- B. The Contractor agrees that if it does not complete the Work within the specified Contract Performance Time, then the Contractor shall pay to the Authority as liquidated damages, pursuant to Section 00727, TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, AND TIME EXTENSIONS, the sums per Day

as separate damages for each specified completion requirement. Milestones are as defined in Section 00724, PERIOD OF PERFORMANCE AND PROJECT SCHEDULE.

00779 NOT USED

00780 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements: Neither the Contractor nor any Subcontractor contracting for any part of the Contract Work, which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic apprentice, trainee, watchman, or guard in any work week in which he or she is employed on such work to work in excess of 40 hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act, unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than 1-1/2 times his or her basic rate of pay for all such hours worked in excess of 40 hours in such work week.
- B. Violation, liability for unpaid wages, and liquidated damages. In the event of any violation of the provisions of Paragraph A above, the Contractor and any Subcontractor responsible therefor shall be liable to any affected employee for unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the Authority for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of Paragraph A in the sum of 10 dollars for each Day on which such employee was required or permitted to be employed on such work in excess of his or her standard work week of 40 hours without payment of the overtime wages required by Paragraph A above.
- C. Withholding for unpaid wages and liquidated damages: The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be administratively determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the provisions of Paragraph B above.
- D. Subcontracts: The Contractor shall insert Paragraphs A through E of this Section in all Subcontracts and shall require their inclusion in all Subcontracts of any tier. The Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in Paragraphs A through E of this Subsection.
- E. Records: The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from completion of this Contract.

00781 EQUITABLE ADJUSTMENT FOR MINOR CONTRACT MODIFICATIONS

- A. Where the Contracting Officer and Contractor agree to a net additional or deductive amount of direct costs for a Modification to this Contract made pursuant to articles of this Contract titled CHANGES, DIFFERING SITE CONDITIONS, or VALUE ENGINEERING INCENTIVE, which amount does not exceed \$100,000 and further agree to an adjustment in Period of Performance resulting from said Modification which increases or decreases the completion date 10 Days or less, the equitable adjustment in Contract Price shall consist of the following:
 - 1. Direct costs as agreed to by the Contracting Officer and Contractor.
 - 2. Job Office Overhead costs, the sum of which shall be limited to a maximum of 10 percent of direct labor costs, including fringe benefits, but excluding FICA, FUTA, and State Unemployment Insurance (SUI); 10 percent of direct material costs; 5 percent of direct

equipment costs (small tools, defined as equipment less than \$1,000 in acquisition costs, are included and computed at 5 percent of direct base labor wages.); 5 percent of Subcontract costs.

3. Home Office General and Administrative (G&A) costs, the sum of which shall be limited to a maximum of 3 percent of the direct costs plus job office overhead costs computed as above.
4. Profit will be determined in accordance with the guidelines specified in the Section 00748, CHANGES.

B. In using the above rates, the following shall apply:

1. Payroll Tax (FICA, FUTA, and SUI) amounts are added immediately after direct and indirect costs are totaled.
2. Subcontractors' indirect costs and profit shall be computed in the same manner as above.
3. Indirect costs shall not be duplicated in direct costs.
4. When the change in Period of Performance is increased, the change in Contract Price for direct and indirect costs computed by application of the above rates includes costs of impact and extended performance due to the time extension and no further consideration of costs arising from the specific Modification and cited Pending Change Orders (PCOs) will be given.
5. Bond will be allowed at actual cost without markup.

00782 SEAT BELT USE POLICY

- A. The Contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each Subcontract awarded for work relating to this Contract.

00783 WHISTLEBLOWER PROTECTIONS

- A. The Contractor and all Subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, information that the employee reasonably believes is evidence of reports of fraud, waste, gross mismanagement, abuse of authority, violations of law, and threats to health, safety, and security.
 1. Under the National Transit Systems Security Act (NTSSA), 6 U.S.C. §1142, employees of Metro contractors or subcontractors may file a complaint of discrimination with the U.S. Department of Labor, for lawfully and in good faith:
 - a. reporting a hazardous safety or security condition;
 - b. refusing to work when a hazardous safety or security condition presents an imminent danger of death or serious injury; there is no reasonable alternative to refusal; there is not sufficient time to eliminate the danger in absence of refusal; and the individual, where possible, has notified the Metro contractor or subcontractor of the condition and of the intent to not perform work;
 - c. refusing to authorize the use of any safety or security related equipment, track or structures, if the individual is responsible for their inspection or repair and reasonably

- believes they are in a hazardous safety or security condition; there is no reasonable alternative to refusal; there is not sufficient time to eliminate the danger in absence of refusal; and the individual, where possible, has notified the Metro contractor or subcontractor of the condition and of the intent not to authorize use of hazardous equipment or infrastructure unless corrected;
- d. providing information for or directly assisting in an investigation of conduct that the individual reasonably believes to be in violation of Federal law regarding safety, security, or fraud, waste, or abuse of funds intended for safety or security;
 - e. refusing to violate or assist in violation of Federal safety or security law;
 - f. cooperating with a safety or security investigation by the U.S. Secretary of Transportation, U.S. Secretary of Homeland Security, or the National Transportation Safety Board;
 - g. furnishing information to law enforcement agencies relating to an accident or incident resulting in damage to property, injury, or death; or
 - h. filing a complaint under the NTSSA or testifying regarding such complaint.
2. Under the American Recovery and Reinvestment Act (ARRA), Public Law 111-5, § 1553, employees of Metro contractors or subcontractors may file a complaint of discrimination with the Inspector General of the appropriate federal agency for reporting to supervisors and other authorized individuals and agencies evidence that the individual reasonably believes demonstrates:
 - a. gross mismanagement of an ARRA project;
 - b. gross waste of ARRA funds;
 - c. a substantial and specific danger to public health and safety related to an ARRA project;
 - d. violation of law relating to ARRA funds or an ARRA project; or
 - e. abuse of authority related to the implementation of ARRA funds.
- B. The Contractor will be required to post a notice of the rights and remedies provided to employees under Section 1553 of the American Recovery and Reinvestment Act of 2009. The Contractor also agrees to include these requirements in each Subcontract financed in whole or in part with Covered Funds. The notice must substantially comply with the sample notice, which may be downloaded at: <http://www.recovery.gov/sites/default/files/Whistleblower+Poster.pdf>.

00784 CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.
 1. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

4220 000785 DRUG AND ALCOHOL TESTING

- A. The Contractor and Subcontractors providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

00786 NOT USED

00787 NOT USED

00788 FEDERAL REGULATIONS AND CLAUSES

A. Fly America Requirements

1. The Contractor agrees to comply with 49 U. S. C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U. S. Flag carriers for U. S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U. S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Paragraph in all Subcontracts that may involve international air transportation.

B. Buy America Requirements

1. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

C. Cargo Preference Requirements

1. The Contractor agrees:
 - a. to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
 - b. to furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph C.1.a above to the Authority (through the Contractor in the case of a

Subcontractor's bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and

- c. to include these requirements in all Subcontracts issued pursuant to this Contract when the Subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

D. Seismic Safety Requirements

1. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

E. Energy Conservation Requirements

1. The Contractor agrees to comply with mandatory standards and policies relating to the energy efficiency, which are contained in the applicable state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
2. The Contractor agrees to include the requirements of this clause in all Subcontracts under this Contract.

F. Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U. S. C. 1251 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

G. Lobbying

1. The Contractor is bound by its certification contained in its Bid to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any Federal officer or employee regarding the award, execution, continuation, or any similar action of any Federal grant or other activities as defined in 31 U.S.C. 1352, 49 CFR Part 19, or 49 C.F.R. Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.
2. The Contractor agrees to include these requirements in all Subcontracts at all tiers under this Contract.

H. Access to Records and Reports

1. The Contractor agrees to provide the Authority, the FTA Administrator, the United States Secretary of Transportation, Comptroller General of the United States, or any of their duly authorized representatives, access to all books, documents, papers, accounts, records, Project work and materials, or other locations of the Contractor, which pertain to the Project under this Contract, for the purposes of making audits, examinations, excerpts, inspections and/or transcriptions. The Contractor also agrees, pursuant to 49 CFR.

633.17 to provide the FTA Administrator or its

Duly authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U. S. C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U. S. C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than 3 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of Claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the FTA Administrator, the United States Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, Claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. The Contractor further agrees to include in all its Subcontracts hereunder, a provision to the effect that the Subcontractor agrees that the Contracting Officer, and the Comptroller General of the United States and the United States Secretary of Transportation if applicable, or their duly authorized representatives, shall until the expiration of 3 years after Final Payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, accounts, records, Project work and materials, or other locations of the Subcontractor involving transactions related to the Subcontract, for the purpose of making audit, examination, excerpts, inspection and/or transcription. The term "Subcontract," as used in this Section, excludes:
 - a. Purchase Orders not exceeding \$100,000 and,
 - b. Subcontracts or Purchase Orders for public utility services at rates established from standard costs applicable to the public.

I. Federal Changes

1. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (14) dated October 1, 2007) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
2. The Contractor agrees to include this clause in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

J. Clean Air

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U. S. C. §§ 7401 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

K. Recycled Products

1. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U. S. C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
2. The Contractor also agrees to include these requirements in each Subcontract financed in whole or in part with Federal assistance provided by FTA.
- 3.

L. No Government Obligation to Third Parties

1. The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include this clause in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

M. Program Fraud and False or Fraudulent Statements and Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. 3801 et seq. and U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U. S. C. 5307, the Government reserves the right to impose the criminal penalties of 18 U. S. C. 1001 and 49 U. S. C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include this clause in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

N. Government-Wide Debarment and Suspension

1. The Contractor is bound by its certification contained in its offer to the Authority that the Contractor and none of its principals or affiliates are excluded or disqualified, as defined at 49 C.F.R. Parts 29.940 and 29.945. The certification is a material representation of fact, relied upon by the Authority in entering into this Contract. If it is later determined that the

Contractor

knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 C.F.R. Part 29, Subpart C, throughout the term of this Contract.

2. The Contractor agrees to include this requirement in all Subcontracts at all tiers under this Contract.

O. Disadvantaged Business Enterprises (DBE)

1. In connection with the performance of this Contract, the Contractor agrees to cooperate with the Authority in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE) and further agrees to exert good faith efforts to satisfy the requirements of Section 00453, DBE DATA, by subcontracting portions of the Work to disadvantaged firms, by entering into joint ventures with disadvantaged firms, or both.
2. The DBE policy of the Authority underwent a complete revision October 1, 1999 to meet revised Federal requirements. The DBE provisions of this IFB are subject to revision by Amendment.
3. The DBE goal for this Contract is as specified in Section 00888, DISADVANTAGED BUSINESS ENTERPRISE.

P. Incorporation of Federal Transit Administration (FTA) Terms

1. The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revisions thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT or FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of the FTA terms and conditions.
2. The Contractor agrees to include this clause in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

00789 PRE-EMPLOYMENT CRIMINAL BACKGROUND CHECK REQUIREMENT

- A. WMATA requires that all contractor employees and candidates for employment undergo and pass criminal background screenings before being eligible to work on WMATA property and facilities. Contractor employees and candidates who pass the background screenings are eligible to enter WMATA property once WMATA issues them a contractor badge. Contractor employees and candidates who do not authorize background screenings or whose background screenings are unsatisfactory will not be granted contractor badges or access to WMATA property. Contractor must also complete Appendix H Acknowledgement and Authorization for Background Screening

END OF SECTION



VALUE ENGINEERING CHANGE PROPOSAL

CONTRACTOR SUMMARY SUBMITTAL

FROM	DATE
TO	VECP NO.
PROJECT	CONTRACT NO.
LOCATION	

SUMMARY OF CHANGE (Description–Compare advantages and disadvantages)

BEFORE (Sketch, when applicable)	AFTER
PROPOSED VECP REVIEW SCHEDULE	
PROPOSED CONSTRUCTION SCHEDULE	

ESTIMATES COST SUMMARY

Costs shall be estimated in accordance with the General Provisions. Attach a detailed estimate of the "Before" condition for the change proposal. Also, attach a detailed estimate of the "After" condition for the change proposal.

DESCRIPTION	NO. OF UNITS (where applicable)	UNIT COST \$ (where applicable)	TOTAL \$ (summary)
A. Original (Estimate of Cost "Before" Change Proposal)			
B. Proposed (Estimate of Cost "After" Change Proposal)			
C. Gross Savings (A – B)			
D. Contractor Implementation Costs (If Applicable)			
E. WMATA Review & Implementation Costs (If Applicable)			
F. Instant (Net) Contract Savings (C – D – E)			
G. WAMATA Savings (0.5F)			
H. Construction Contract Price Reductions (G + E)			
I. Items to be Computed by Value Engineer (If Applicable)			

SECTION 00800
SUPPLEMENTARY CONDITIONS

This Section includes Modifications to the Section 00700, GENERAL CONDITIONS, for requirements unique to a specific project and is hereby incorporated into the General Conditions by reference. This Section 00800, SUPPLEMENTARY CONDITIONS, which specifies modifications to the General Conditions, shall be read in conjunction with Section 00700, GENERAL CONDITIONS, and which will be cited in Section 00700, GENERAL CONDITIONS, using the same last two digits of the Section number; i.e., a modification to Section 00725, COMMENCING THE WORK, is indicated as Section 00825, COMMENCING THE WORK.

00806 PERMITS AND RESPONSIBILITIES

Modify Section 00706, PERMITS AND RESPONSIBILITIES, to add the following Paragraph:

- A. The Authority has provided the following permits for this Project. Contractor shall obtain all additional permits from Utilities and Jurisdictional Authorities as needed.
1. [insert description of permit]
 2. [insert description of permit]
 3. [insert description of permit]
 4. [insert description of permit]

00810 WORK BY CONTRACTOR

Modify Section 00710, WORK BY CONTRACTOR, to delete Paragraph A. and substitute the following Paragraph:

- A. The Contractor shall perform, with its own organization, work equivalent to at least 51% of the value for the construction work.

00824 PERIOD OF PERFORMANCE AND PROJECT SCHEDULE

Modify Section 00724, PERIOD OF PERFORMANCE AND PROJECT SCHEDULE, to delete Paragraph A and substitute the following Paragraph and subparagraphs:

- A. The Contractor shall perform, complete, and advance all Work under this Contract in accordance with the schedule set out. The Contractor shall furnish and install new conduit and new electrical and data cables to support new fare equipment and systems, to include the installation of new under-floor duct and conduit raceways, electrical cabling circuits, and data cables at 34 station mezzanines in Washington, D.C. and Maryland within 180 calendar days from receipt and acceptance of the Notice to Proceed.
- B. The Authority may modify the Contract, pursuant to Section 00748, CHANGES, to extend the Period of Performance as often and in time periods as deemed necessary until completion of the Work under this Contract.
- C. Early Completion: If the Contractor submits, in accordance with Section 01332, CONTRACT PROGRESS REPORTING, a schedule or expresses an intention to complete the Work earlier than any required Milestone, interim, or Final Completion date, the Authority shall not be liable for any costs

incurred because of delay or hindrance should the Contractor be unable to complete the Work before such Milestone, interim or Final Completion date. The duties, obligations, and warranties of the Authority to the Contractor shall be consistent with and applicable only to the completion of the Work and completion dates set forth in this Contract.

00830 DISPUTE RESOLUTION

Modify Section 00730, DISPUTE RESOLUTION, to add the following Paragraphs and subparagraphs:

A. Disputes Review Board and Procedures

1. Disputes Review Board (DRB) shall be established within 60 Days after the Contract Award has been issued to the Contractor. The DRB shall consist of one member selected by the Authority, one member selected by the Contractor, and a third member, who shall be the chairperson, selected by the first two members. The selection of qualified DRB members shall be made in accordance with the following rules and procedures.
 - a. Rules and Procedures
 - (1) All DRB members shall have substantial experience with the type of construction involved in the Contract and in the interpretation of construction Contract Documents. The goal in selecting the chairperson is to complement the experience of the first two members, thus furnishing technical as well as administrative expertise that will facilitate the DRB's operations.
 - (2) The specific qualifications and requirements for membership on the DRB shall be as follows:
 - (a) The candidate member shall have commensurate formal/technical education and experience in one or more of the fields of construction, engineering, or architecture.
 - (b) Except for payment of services as a DRB member, excluding fee-based consulting services on other projects, or for roles identical or similar to DRB membership, [1] no voting DRB member shall have a) employment with, an ownership interest in, or existing business or financial relationship with, any party to the Contract including designers and other consultants; or b) a financial interest in the Contract.
 - (c) During the term of membership on the DRB, no discussion of or agreement for employment after the Contract is completed shall occur or be made between any DRB member and any party to the Contract.
 - (3) Before their appointments are made, the first two DRB candidate members shall submit complete disclosure statements for review and Acceptance by the Contracting Officer and the Contractor. Each statement shall include [1] resume of experience and education; [2] a detailed description of all past, present, and planned future relationship(s) to the Authority's Rail Capital Construction Program or with any party involved in the Contract, including any fee-based consulting services on any other projects; and [3] certification that the prospective member meets the qualifications set forth above. The chairperson shall supply such a disclosure statement to the first two DRB members and to the Contracting Officer and the Contractor before his or her appointment as chairperson is approved and finalized.

b. Selection of Members

- (1) The Contracting Officer and the Contractor shall provide the name and qualifications of their selected member to each other for their concurrence. The Contracting Officer and the Contractor shall provide their approval or rejection of the proposed individuals within 10 Days after receipt of each other's list of nominees. These two individuals shall be the first two members of the DRB.
- (2) The third member of the DRB shall be an impartial and qualified chairperson who shall be selected and mutually agreed upon by the first two members within 15 Days after the first two members' appointments are finalized. If the two designated DRB members cannot agree on a chairperson within the 15-Day period, the chairperson shall be selected within 10 Days thereafter by mutual agreement of the Contracting Officer and the Contractor.
- (3) The Contracting Officer and the Contractor shall negotiate with each of the three members of the DRB on the terms and conditions of salary and reimbursable costs for travel, conference facilities, clerical services, mailings, and copying. All costs are to be paid from the Contract allowance set forth in Section 00434, BID SCHEDULE. If the agreed cost exceeds the allowance specified in Section 00434, BID SCHEDULE, the Authority will pay for 100 percent of the cost over that amount.
 - (a) Fees for each member of the DRB shall be commercially reasonable and shall be no greater than the fees charged to the DRB member's most favored customer for similar work. Except under extraordinary circumstances, the hourly fee (excluding travel, per diem, and reimbursable items) shall not be greater than \$300 for each DRB member. For hours in excess of 8 hours per Day, the fee shall be a maximum of 50 percent of the agreed hourly fee. Billing procedures and the fees for travel, per diem, and reimbursable items shall be prudent and consistent with practices given most favored customers.
- (4) Each voting DRB member shall be appointed for the life of the Contract. Forty-five Days prior to the yearly anniversary of the appointment of the chairperson, the Contracting Officer and the Contractor shall review the performance of the DRB, individually and as a group. Either the Contracting Officer or the Contractor may elect to replace any voting member of the DRB, except that in the case of the chairperson, both the Contracting Officer and the Contractor must agree on replacement. Action to appoint a replacement must start immediately and follow the same procedure as for initial appointment, except that the appointment must be made prior to the yearly anniversary date of the appointment of the chairperson.
- (5) If an election by either party to replace a member is not made in a timely manner, the DRB shall continue for another 12-month period before any replacement is made. If a member of the DRB cannot continue or voluntarily seeks to leave the DRB, the new member shall be appointed in the same manner in which the original appointment had been made.
- (6) Any DRB member to be replaced shall, in conjunction with the remaining DRB members, complete consideration of any dispute pending before the DRB at the time the decision to replace is made. The DRB shall make appropriate rules to handle such disputes during the transition period. In the case of an incapacitated member, or of a member who voluntarily leaves the DRB, all disputes will be put in abeyance until the replacement DRB member has been appointed.

c. Operation of Board

- (1) The DRB shall formulate its own rules of operation, which shall be provided in writing to the Contracting Officer Representative and the Contractor. The entire process may be kept flexible, and any portion of the process may be changed to adapt to individual circumstances presented by a particular dispute. The DRB may initiate on its own or in consultation with the Contracting Officer Representative and the Contractor new rules or modifications to existing rules, whenever the DRB deems it appropriate.
- (2) The DRB members shall keep abreast of construction developments and the progress of the Work. The Contracting Officer Representative and the Contractor shall copy the DRB on periodic progress reports that have been jointly signed by the Contracting Officer Representative and the Contractor or special written progress reports no less often than once a month.
- (3) The DRB shall visit the job-site at least once each quarter and at such other times as significant construction events dictate. The frequency and scheduling of site visits shall be as agreed to among the Contracting Officer Representative, the Contractor, and the DRB. At regularly scheduled site visits, the DRB shall review all active segments of the Work in the company of the Contracting Officer Representative and the Contractor's representative. The Site visit shall include a meeting attended by representatives of both the Authority and the Contractor.

d. Hearing Procedures

- (1) DRB hearings shall be conducted at the job-site, the Authority offices, or in the Washington D. C. Metropolitan Area.
- (2) The DRB may request the Contracting Officer Representative and the Contractor to produce documents and exchange documents prior to any hearing. The DRB may also request the Contracting Officer Representative and the Contractor to produce documents and witnesses at a hearing. Either party's failure to comply with the DRB's request may be taken into consideration by the DRB in reaching a decision.
- (3) The DRB has the authority to conduct hearings and reach decisions in the manner the DRB deems most appropriate. The DRB has the authority to impose appropriate rules and procedures for the conduct of its hearings. However, such rules and procedures should be informal and, except for the conduct of an orderly hearing, should not exclude any member from the Authority's or Contractor's teams.
- (4) The DRB chairperson shall be responsible for directing the course of the hearings. The DRB shall follow its own rules of presentation and shall not be bound by the judicial rules of evidence. Documents and testimony concerning the dispute shall be presented in the order, manner, and degree of detail the DRB deems most efficient and probative. Each party shall be allowed to make a brief initial presentation and to rebut any factual assertion by another party until the DRB determines that all aspects of the dispute have been covered adequately. The DRB may limit the presentation of any documents or testimony the DRB deems not relevant or redundant. In rare circumstances, the DRB chairperson may require that the testimony of certain or all individuals be given under oath. The DRB chairperson shall administer the oath.

e. Findings and Recommendations

- (1) The DRB shall meet in private at the conclusion of the dispute hearing. All deliberations by the DRB shall be kept confidential except for the findings and recommendations. The DRB shall make a concerted effort to reach a unanimous decision. The DRB shall base its findings and recommendations on the Contract provisions and documents, law, statutes, and regulations deemed by the DRB to be applicable, considering all facts and circumstances of the dispute. The DRB's findings and recommendations shall be set forth in the following format:

DISPUTES REVIEW BOARD FINDINGS AND RECOMMENDATIONS

I. INTRODUCTION

This Article shall contain the following information:

- Name, Number, and Notice-to-Proceed Date of Contract
- Dispute Title and Specific Number
- Dispute Hearing Conclusion Date and Location
- Attachment Number(s) or Exhibits, if any
- General Scope of the Contract
- General Contract Background information, as appropriate to facilitate the parties' understanding

II. STATEMENT OF DISPUTE

This Article shall include a description of the dispute(s) presented by claimant and counter-claimant. It should set forth each element of the relief requested (e.g., adjustment to Contract time and price) and the basis of each claim and difference advanced by the parties. In general, this Article should be a brief summation of the dispute and the basis for bringing forward the dispute and the basis on which the initial claim was denied.

III. FINDINGS AND ANALYSIS

This Article shall include the DRB's findings on (a) each element of the entitlement constituting an adjustment in Contract Price, (b) each element of time constituting an adjustment in Contract Performance Time, and (c) each element of any other relief requested by the parties. This Article shall provide the analysis of and justification for the following Article IV, RECOMMENDATIONS, and shall include references to all contractual, statutory, or other applicable authority supporting the DRB's findings. This Article shall also address the DRB's conclusion as to the relative merits of each party's position. Nothing in the foregoing shall be construed as the DRB being expected to produce a legal brief or detailed estimate of cost and time. However, this Article shall be detailed enough to provide both parties with sufficient information to act on the DRB's recommendation(s) contained in the following Article IV.

IV. RECOMMENDATION(S)

This Article shall contain the DRB's specific recommendation(s) for resolution of the dispute. The recommendation(s) shall be consistent with the findings and analysis in Article III, FINDINGS AND ANALYSIS.

V. DISSENTING OPINION

This Article shall contain dissent to the findings and recommendations, in whole or in part. The dissenter shall be identified. Dissents shall explain the dissenting member's reasons for disagreeing with the findings and recommendations, in whole or in part, made by the majority of the DRB.

- (2) Within 60 Days after the close of the hearing, the DRB shall issue draft findings and recommendations to the Authority and the Contractor. Within 14 Days after receipt of the draft findings and recommendations, each party shall independently notify the DRB in writing of calculations or other errors or omissions in the draft. Within 14 Days after receipt of the parties' responses to the draft, the DRB shall forward its final findings and recommendations to the Authority and the Contractor simultaneously.

f. Administrative Closing

- (1) Either party may reject the recommendation(s) of the DRB issued pursuant to Paragraph C.1.e herein all or in part in the resolution of a dispute or disputes. If the Contractor rejects the DRB recommendation, the Contractor shall request a final decision of the Contracting Officer pursuant to Section 00730, DISPUTE RESOLUTION. The request for a final decision shall be accompanied by a full explanation as to basis for the rejection of the DRB recommendation(s). In the event of a rejection by the Authority, the Contracting Officer will support the basis of the rejection by findings of fact, which will provide a full explanation for the basis of rejection, subject only to appeal as provided by Section 00730, DISPUTE RESOLUTION.

00833 AUTHORITY FURNISHED PROPERTY

Modify Section 00733, AUTHORITY FURNISHED PROPERTY, to delete Paragraphs A through D and substitute the following Paragraph:

- A. The Authority will not furnish property, real or otherwise, through the terms of this Contract. The Contractor is required to purchase or lease any property needed for, but not limited to, laydown, storage, or employee parking in its obligations to comply with the Project requirements.

00841 CONSIDERATION AND BASIS OF PAYMENT

Modify Section 00741, CONSIDERATION AND BASIS OF PAYMENT, in its entirety, and substitute the following:

- A. In consideration of its undertaking under this Contract, the Contractor will be paid the sums set forth in this Contract, which shall constitute complete payment for all work and services required to be performed under this Contract and for all expenditures, which may be made and expenses incurred. The basis of payment will be the Contract Price, as shown on Section 00510, CONSTRUCTION CONTRACT FORM, and which shall constitute complete compensation for performance of all work required by the Contract.

- B. Standby cost for delayed or cancelled Site access: In the event the Contractor is delayed in the performance of the Work due to Authority delayed or cancelled Site access, the following basis of payment shall apply:
1. The "Hours of Work" is the period during which the Contractor has use of the work area. The "Hours of Work" will exclude the periods required by the Authority to safely secure the work area before the start of the "Hours of Work" and to restore the work area to an operational state after completion of the "Hours of Work".
 2. Delay will be measured relative to "Hours of Work" only. The "Hours of Work" shall be determined based upon weekly coordination between the Contracting Officer Representative (COR) and the Contractor.
 3. Delays caused by actions of the Authority may occur at the start of the "Hours of Work", during the "Hours of Work", or at the end of the "Hours of Work."
 - a. A delay at the start of the "Hours of Work" occurs when the Authority does not grant access to the work area by the scheduled start time. A delay at the start of the "Hours of Work" will be measured from the scheduled start of the "Hours of Work" until the time the Contractor is granted access to the work area.
 - b. A delay during the "Hours of Work" occurs when the Authority requests the Contractor to vacate the work area and the Contractor is later allowed to return to the work area. A delay during the "Hours of Work" will begin when the Contractor is directed to stop work to vacate the work area and will end when the Contractor returns to the work area and resumes work.
 - c. A delay at the end of the "Hours of Work" occurs when the Authority requests the Contractor to vacate the work area early. A delay at the end of the "Hours of Work" will be measured from the time the Contractor is directed to vacate the work area until the scheduled end of the "Hours of Work".
 4. The Contractor will be compensated for the direct labor costs incurred for the aggregate of delays that exceed 30 minutes relative to the "Hours of Work". For payment purposes, delays will be rounded to the nearest 30 minutes provided the Contractor remains mobilized until granted access or until the Contractor elects to cancel the work, or the Contracting Officer Representative cancels access for the period. However if the Contractor elects to cancel work due to a lack of time remaining in the "Hours of Work" period to complete the planned work element, as verified by the Period of Delay form, the Contractor will be compensated for the aggregate of delays that exceed 30 minutes rounded to the nearest 30 minutes from the time access was cancelled to the scheduled end of the "Hours of Work" period.
 5. When access to the work area is cancelled by the Contracting Officer Representative with less notice than noted below, the Authority will pay standby cost of not more than the scheduled "Hours of Work" period or 4 hours, whichever is less. However, if Contractor is able to reassign the work crew to other work, regardless of the time of the notice given by the Contracting Officer Representative, no payment will be made.
 - a. Weeknights: Five hours before the planned start time of the scheduled "Hours of Work."
 - b. Weekends: Twenty-four hours before the planned start time of the scheduled "Hours of Work."
 6. No payment will be made in those cases where:

- a. A delay at the start of the “Hours of Work” is less than 1 hour and the Authority grants access but the Contractor elects to cancel work, except that payment for delay cost will be made in accordance with Paragraph B.4 above if the scheduled “Hours of Work” period is 3 hours or less.
 - b. A delay at the start of the “Hours of Work” is less than 1 hour and the Authority grants access and the Contractor proceeds working and then elects to cease working and leaves the worksite prior to the scheduled end of the “Hours of Work”.
7. Prior to the completion of each shift, the Contractor and the Contracting Officer Representative or designee shall sign a Period of Delay form, which shall document the work start and completion times, the duration of the delay, the reason for the delay, the reason for the Contractor leaving the Site prior to the scheduled end of the “Hours of Work” period, and the names of the crew members present, including foremen, but excluding salaried supervision. The Contractor shall not be entitled to compensation for equipment, overhead, profit or extended overhead costs under this Section; however, this Section does not prohibit the Contractor from seeking an equitable adjustment for equipment costs under other sections of the Contract and access delays may provide a basis to grant a non-compensable extension to the Period of Performance. Certified payrolls shall establish the hourly rates of the crewmembers. All requests for payment for delay costs shall be submitted to the Contracting Officer Representative with the next progress payment or within 30 Days, whichever is longer. The Contractor waives any right to delay costs where the delays are not documented prior to the completion of the shift and the request for payment is not submitted to the Contracting Officer Representative with the next progress payment or within 30 Days, whichever is longer.
8. If the Contractor is not ready to start work at the start of the “Hours of Work” or does not return the work area to the Authority on time at the end of the “Hours of Work,” the Contractor shall compensate the Authority for the Authority staff and other Authority direct costs for supporting the non-revenue or Revenue Service Adjustment event.

Notification of Cancellation	Occurrence	Requirement	Terms of Payment
Week Night	COR cancels full shift	The COR notifies Contractor 5 hours or more before the planned start	No delay payment due
Week Night	COR cancels full shift	The COR notifies Contractor less than 5 hours before the planned start	Pay 4 hours ¹
Weekend Single Track/Shutdown	COR cancels full shift or the full weekend of work	The COR notifies Contractor 24 hours or more before the planned start	No delay payment due
Weekend Single Track/Shutdown	COR cancels full shift or the full weekend of work	The COR notifies Contractor less than 24 hours before the planned start	Pay 4 hours ¹

¹No payment will be made if the Contractor is able to reassign the work crew to other work.

Hours of Work	Actual Hours Worked	Contractor	Terms of Payment
Weeknight Early Out Hours of Work: 2200 to 0400 (Weeknight Nonrevenue Similar)	Delayed Start 2215 to 0400 Delay less than 30 minutes	Contractor is on Site ready to work Works until the end of the Hours of Work	No delay payment due. (Same for a mid shift or end delay less than 30 minutes)
Weeknight Early Out Hours of Work: 2200 to 0400 (Weeknight Nonrevenue Similar)	Delayed Start 2235 to 0400 Delay 35 minutes	Contractor is on Site ready to work Works until the end of the Hours of Work	Pay 30 minutes delay (Same for a mid shift or end delay)
Weeknight Early Out Hours of Work: 2200 to 0400 (Weeknight Nonrevenue Similar)	Delayed Start 2235 to 0430 Delay 35 minutes	Contractor is on Site ready to work Able to work beyond the end of the Hours of Work	Pay 30 minutes delay (Same for a mid shift delay)
Hours of Work	Actual Hours Worked	Contractor	Terms of Payment
Weeknight Early Out Hours of Work: 2200 to 0400 (Weeknight Nonrevenue Similar)	Start Delayed 35 minutes to 2235	Contractor is on Site ready to work Contractor elects not to go to work	Under 1 hour delay; no Payment due
Weeknight Non-Revenue Hours of Work: 0100 to 0400 (Weeknight Nonrevenue Similar)	Start Delayed 35 minutes to 0135	Contractor is on Site ready to work Contractor elects not to go to work since remaining time does not allow completion of work element	Pay 2 hours and 30 minutes delay
Weeknight Early Out Hours of Work: 2200 to 0400 (Weeknight Nonrevenue Similar)	Start Delayed 65 minutes to 2305	Contractor is on Site ready to work Contractor elects not to go to work	Over 1 hour delay; pay 5 hours and 30 minutes delay

Hours of Work	Actual Hours Worked	Contractor	Terms of Payment
Weeknight Early Out Hours of Work: 2200 to 0400 (Weeknight Nonrevenue Similar)	Start delay / End delay 2225 to 0345 Start delay 25 minutes End delay 15 minutes Total delay 40 minutes	Contractor is on Site ready to work Works during time permitted	Pay 30 minutes delay
Weeknight Early Out Hours of Work: 2200 to 0400 (Weeknight Nonrevenue Similar)	Delay during "Hours of Work" 2330 to 0035 Start delay 0 minutes End delay 0 minutes Total delay 65 minutes	Contractor is on Site ready to work Works during time permitted	Over 1 hour delay; pay 60 minutes delay
Weekend Hours of Work: Fri 2200 to Mon 0400	Delay during "Hours of Work" Sat 0200 to Mon 0300 Start delay 4.25 hours End delay 1.25 hours Total delay 5.5 hours	Contractor is on Site ready to work Works during time permitted	Pay 5 hours and 30 minutes delay
Weeknight Early Out Hours of Work: 2200 to 0400	Start delayed to 0200 hours then COR cancels access	Contractor is on site ready to work	Pay 5 hours and 30 minutes delay
Weeknight Nonrevenue Hours of Work: 0100 to 0400	Start delayed to 0245, then COR cancels access	Contractor is on Site ready to work	Pay 2 hours and 30 minutes delay
Weekend Hours of Work: Friday 2200 to Monday 0400	Delay Friday 2200 to Saturday 0630. First shift cancelled at 0230. Work begins at 0630.	Contractor 1st shift is on Site ready to work until shift cancelled at 0230	Pay 8 hours delay

00867 DAVIS BACON AND COPELAND ANTI_KICKBACK ACTS

Modify Section 00767, DAVIS BACON AND COPELAND ANTI_KICKBACK ACTS, by adding Appendix D, Supplementary Conditions Section 00800 – 75
 DBB V1 8/2013

WAGE DETERMINATION BY THE SECRETARY OF LABOR, at the end of this Section.

00877 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Modify Section 00777, INDEMNIFICATION AND INSURANCE REQUIREMENTS, to add the following Paragraphs:

- A. The Contractor shall provide the Authority with evidence of its Contractor's insurance coverage for the exposures listed.

Indemnification

1. Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and the Authority, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work and/or any acts in connection with activities to be performed under this contract, unless the loss or damage is due to the sole negligence of the Authority. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any obligation of Contractor under this Contract.
2. If any action or proceeding relating to the indemnification required is brought against the Authority, then upon written notice from the Authority to the Contractor, the Contractor shall, at the Contractor's expense, resist or defend such action or proceeding by counsel approved by the Authority in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. The Authority reserves the right to use its own counsel under this indemnity at Contractor's sole cost and expense.
3. Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to the Authority pursuant to this Section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any

indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

Minimum Insurance Requirements

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

General Insurance Requirements

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

Workers' Compensation and Employer's Liability

Required Minimum Limits of Coverage:

Workers' Compensation	Statutory	
Employers' Liability	\$1,000,000	Each Accident

	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Required Minimum Coverage(s):

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

Commercial General Liability

Required Minimum Limits of Coverage:

\$5,000,000	Each Occurrence Limit
\$5,000,000	General Aggregate Limit
\$5,000,000	Products and Completed Operations Limit

Required Minimum Coverage(s):

- 1) Commercial General Liability (CGL) coverage form shall be ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and Umbrella Excess Liability coverage form(s), provided that the umbrella excess liability coverage form(s) provide the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below. Commercial General Liability and Umbrella Excess Liability forms must provide defense coverage for additional insureds.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation" Section below.
- 5) The definition of "Insured Contract" shall be modified to provide coverage for contractual liability for contracts for construction or demolition operations that are within 50 feet of a railroad, and sidetrack agreements.
- 6) Defense Costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits for all Primary Liability and Umbrella Excess Liability Policies.
- 7) Policy shall be endorsed with ISO endorsement CG 25 03 03 97; "Designated Construction Project(s) General Aggregate Limit", and designate "Any and all construction projects" as the Designated Construction project.
- 8) 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.

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:

\$2,000,000	Each Occurrence Limit
\$6,000,000	Aggregate Limit

Required Minimum Coverage(s):

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

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

WMATA Blanket RRP Program Option

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.

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

- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a Primary Business Auto Liability policy and an Umbrella Excess Liability policy provided that the Umbrella Excess Liability policy complies with items 1 through 3 above.

Additional Insured(s)

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

- 1) Coverage provided to any Additional Insured shall be primary and non-contributory to any other insurance available to the Additional Insured, including coverage afforded to the WMATA as an additional insured by Sub-contractors, and from other third parties.
- 2) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 3) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction(s) where the contract scope of work takes place.

Waiver of Subrogation

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

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

Certificate of Insurance (COI)

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

The cert holder box should read:

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

Washington, DC 20001

Additionally;

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

00878 LIQUIDATED DAMAGES

Modify Section 00778, LIQUIDATED DAMAGES, to delete Paragraph A. and substitute the following Paragraph and subparagraphs:

- A. The Contractor understands that if it fails to complete portions of or all of the Work as described in Section 00824, PERIOD OF PERFORMANCE AND PROJECT SCHEDULE, the Authority will suffer damages, which have been estimated and are as specified below:
1. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Authority in the amount of ~~\$2,200.00~~ for each calendar day of delay until the work is completed or accepted, but no more than 10% of the overall contract value including all modifications. This amount reflects the Authority's best estimate of lost revenue and/or increased costs arising out of the contractor's failure to complete its work in a timely fashion.
 2. If the Authority terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

00888 FEDERAL REGULATIONS AND CLAUSES

Modify Section 00788, FEDERAL REGULATIONS AND CLAUSES, to delete Paragraph O.3 and substitute the following:

1. The goal of DBE participation established for this Contract is 20 percent of the Contract Price.

00889 PARTNERING.

Modify Section 00700, GENERAL CONDITIONS, to add the following Section:

00789 PARTNERING

- B. Authority Partnering Policy: The Authority intends to encourage development of a cohesive partnership with the Contractor, the Designer, principal Subcontractors, and Suppliers for effective and efficient completion of this Contract. This partnership shall strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, and completed on-schedule, within the budget. This partnership shall be bilateral in make-up and participation of the parties is required. The partnering workshop(s) shall be conducted by a professional facilitator at an off-site location convenient to the Project within 45 Days of Contract award. Follow-up workshops shall be conducted on a quarterly basis during the course of the Contract as agreed to between the Contractor and the Authority.

1. The establishment of a partnership charter on this Project will not change the legal relationship of the parties to the Contract or relieve either party from any terms of the Contract.
2. All costs associated with initiating and maintaining this partnership, outside of participant's salaries and travel and travel-related costs, will be agreed to by both parties and will be shared. The Authority will reimburse the Contractor 50 percent of the incurred cost up to the allowance specified on the Notes to Bidders in Section 00434, BID SCHEDULE. If the agreed cost exceeds the allowance specified on the Notes to Bidders in Section 00434, BID SCHEDULE, the Authority will reimburse the Contractor 100 percent of the cost over that amount.
3. Partnership Goals:
 - a. For the Contractor and the Authority to work together proactively through a cohesive partnership with the objective to build a quality product on time, at a satisfactory cost to the Authority, with a satisfactory profit to the Contractor (fostering a win-win relationship);
 - b. To establish and maintain an atmosphere of trust with timely, positive, and ongoing communications;
 - c. To reach a mutual understanding on how the construction project will be managed;
 - d. To resolve disputes at the lowest working level possible; and,
 - e. To avoid confrontation and disputes among the parties.

C. Measurement and Payment:

1. Allowance for Partnering Costs:
 - a. An allowance is identified in Section 00434, BID SCHEDULE, from Notes to Bidders of the Invitation to Bidders, to provide funds for the Contractor's share of costs associated with partnering sessions.
 - b. The Contractor will be reimbursed for the Contractor's share of hiring a Professional Facilitator (and for conducting the workshops) on an invoice basis from the allowance in accordance with the Contract payment provisions.

00890 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.

Modify Section 00700, GENERAL CONDITIONS, to add the following Section:

00790 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

- A. Funds are not presently available for performance under this Contract beyond the fiscal year, which ends June 30, 2016. The Authority's obligation for performance of this Contract beyond that date is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the Authority for any payment may arise for performance under this Contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing, by the Contracting Officer. Any option exercised by the Authority, which will be performed in whole or in part in a subsequent fiscal year, is

subject to availability of funds in the subsequent fiscal year and will be governed by the terms of this Section.

00891 LIVING WAGE

Modify Section 00700, GENERAL CONDITIONS, to add the following Section:

00791 LIVING WAGE

- A. This Contract is subject to the Authority's Living Wage Policy and implementing regulations. The Living Wage provision is required in all contracts for services (including construction) awarded in an amount that exceeds \$100,000 in a 12-month period.
1. The Authority Living Wage Rate is \$13.48 per hour, and may be reduced by the Contractor's per-employee cost for health insurance.
 2. The Contractor shall:
 - a. Pay, at a minimum, the Authority Living Wage Rate, effective during the time the work is performed, to all employees who perform work under this contract, except as otherwise provided in paragraph (d) below;
 - b. Include the Living Wage clause in all Subcontractors that exceed \$15,000 in a 12-month period awarded under this Contract;
 - c. Maintain payroll records, in accordance with the retention and examination of records requirements in the General Conditions, and shall include a similar provision in affected Subcontracts that requires the Subcontractor to maintain its payroll records for the same length of time; and
 - d. Submit records with each monthly invoice supporting payment of the Living Wage Rate.
 3. The Contractor shall not split or subdivide a contract, pay an employee through a third party, or treat an employee as a Subcontractor or independent contractor to avoid compliance with the Living Wage provisions.
 4. Exemptions to the Living Wage provisions include:
 - a. Contracts and agreements with higher negotiated wage rates;
 - b. Contracts that are subject to higher wage rates required by federal law or collective bargaining agreements (e.g., Davis Bacon);
 - c. Contracts or agreements for regulated utilities;
 - d. Emergency services to prevent or respond to a disaster or imminent threat to public health and safety; and
 - e. Contractors who employ fewer than ten employees.
 5. The Authority may adjust the Living Wage rate effective in January of each year. The adjustment will reflect the average Living Wage Rate among Metro's Compact Jurisdictions with Living Wage provisions. If after Contract award the Living Wage Rate increases, the Contractor is entitled to an equitable adjustment to the rate in the amount of the increase for employees who are affected by the escalated wage.

6. Failure to comply with the Authority's Living Wage provisions shall result in the Authority's right to exercise available Contract remedies, including Contract termination or debarment from future contracts.

00892 NOTIFICATION OF FEDERAL PARTICIPATION

Modify Section 00700, GENERAL CONDITIONS, to add the following Section:

00792 NOTIFICATION OF FEDERAL PARTICIPATION

- A. This Project is being funded in whole or part with Federal Funds.

APPENDIX A– VALUE ENGINEERING CHANGE PROPOSAL

APPENDIX B – DISADVANTAGED BUSINESS ENTERPRISE (DBE)

***NOTICE OF REQUIREMENTS FOR
DISADVANTAGED BUSINESS ENTERPRISE (DBE) May***

2015

~Applies only if proposal price is \$500,000 or more for a construction contract or \$100,000 or more for a supply and service contract.

~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:

- A. If the bidder is not a DBE, the bidder agrees that the DBE goal for this Contract shall be met by subcontractors or by joint ventures with DBEs. The goal set forth for this Contract is 20% of the final Contract price, including amendment and modification. 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 this Contract. 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 Contract 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 Contract, 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 bids or offers on a contract on which a firm seeks to participate as a DBE.
- 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 CONTRACT GOAL:

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

- A. When a DBE participates in a contract, 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 contract 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 contract,

- 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 contract, 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 contract 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 contract equal to the distinct, clearly defined portion of the work of the contract 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 contract.
- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract 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 contract, 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 contract 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, contract, 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 contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of 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 contract,

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 contract.
 - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers, it employs.
 - (4) 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 contract.
 - (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 contract and of the general character described by the contract.
 - (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 contract 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, 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 bids or offers on a contract, 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 contract 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. BID AND REQUIREMENTS (WITH THE BID):

The bidder shall submit the following with its bid. Any bidder who fails to complete and return this information with its bid shall be deemed to be not responsive and may be ineligible for contract award. Bidders 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 Contract award.

- A. Completed "Schedule of DBE Participation" (Attachment B-1) sufficient to meet the above goal. If the bidder 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 bidders 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 bidder 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 bid, the bidder fails to meet the DBE goal above, the bidder has the burden of furnishing sufficient documentation with its bid 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 bidder'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-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder 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 contract 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 contract in a timely manner to assist them in responding to a solicitation.
- (4)
 - (a) Negotiating in good faith with interested DBEs. It is the bidder'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 bidder 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 contract 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 bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder 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 bids 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; 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. BID REQUIREMENTS (APPARENT SUCCESSFUL BIDDER):

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

- 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 bidder 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 bidder wants to receive the maximum allowable credit of its expenditures for material(s) or supplies required under this Contract, 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 bidder 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 bidder shall submit with its initial Bid 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 offeror still intends to utilize DBEs in the performance of this Contract, the offeror shall submit with its initial Bid 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 bidder identified DBE-certified firms that it intends to enter into subcontract agreements with in its initial Bid. Any offeror who fails to complete and return the following information, if applicable, with their BAFO Bid may be deemed to be not responsible and may be ineligible for contract award. Offerors 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:

“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 bid, but only where the contracting officer or other delegated authority's 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 bidder obtained, prior to bidding/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.

SUMMARY OF SUBMITTALS

With the Bid

1. Completed "Schedule of DBE Participation" (Attachment B-1) with current certification letters attached for each listed DBE.
2. Executed "Letters of Intent to Perform as a Subcontractor/Joint Venture" (Attachment B-2).
3. Justification for grant of relief (waiver of DBE goal), if applicable. Include completed "DBE Unavailability Certifications" (Attachment B-3) as appropriate.

Bid Requirements (Apparent Successful Bidder)

1. All DBEs must submit a copy of their current WMATA or DC DOT certification letters or a certification letter issued by the MWUCP.
2. 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).
3. Schedule B Information for Determining Joint Venture Eligibility, if applicable (Attachment B-5, pgs. 1, 2, 3, 4).
4. Copy of Joint Venture Agreement, if applicable.
5. Certification letter of the DBE regular dealer/supplier, if applicable.

After Contract Award

1. "Prompt Payment Report-Prime Contractor's Report" Attachment B-6) – submitted monthly.
2. "Prompt Payment Report-Subcontractor's Report" (Attachment B-7) - submitted monthly.
3. Request to substitute DBE contractor (see paragraph 8.C.) – submitted as required.
4. Copies of subcontracts-submitted at the time of their execution.

SUBMIT WITH BID
SCHEDULE OF DBE PARTICIPATION

Contract No. _____

Project Name _____

Name of Bidder

The bidder shall complete this Schedule by identifying only those DBE firms, with scope of work and price, who have agreed to perform work on this Contract. The prices for the work/supplies of these firms shall be at prices amounting to at least the DBE percentage goal of the total contract price. The bidder agrees to enter into a formal agreement with the DBE firm(s) listed for the work and at, or greater than, the prices listed in this Schedule subject to award of a Contract with the Authority. If the total amount is less than the DBE percentage goal, a justification for waiver of DBE goal shall be attached to this Schedule.

Name of DBE Subcontractor	Address	Type of Work (Electrical, Paving, Etc.) and Contract Items or Parts Thereof to be Performed and Work Hours Involved	Agreed Price
Subtotal \$ DBE Subcontractors			
Name of DBE Prime Contractor	Address	Type of Work (Electrical, Paving, Etc.) and Contract Items or Parts Thereof to be Performed and Work Hours Involved	Agreed Price
Subtotal \$ DBE Prime Contractor			

TOTAL \$ ALL DBE CONTRACTORS

TOTAL

 Signature of Contractor Representative

 Title

 Date

Contract Number: _____

Project Name: _____

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE
(ALL ITEMS MUST BE COMPLETED)**

TO: _____
(Name of Bidder)

The undersigned intends to perform work in connection with the above projects as (check one):

_____ an individual _____ a corporation
_____ a partnership _____ a joint venture

Specify in detail particular work items or parts thereof to be performed:

at the following price: \$

Please indicate _____% of the dollar value of the subcontract that will be awarded to non-DBE contractors, if applicable. The undersigned will enter into a formal agreement with you for the above work upon your execution of a contract with the Authority.

Name of DBE Subcontractor/Joint Venture

Phone Number

Address

WMATA Vendor ID #/DBE Cert. #

Signature & Title

Date

The following is to be completed by the Prime Contractor. A copy of this letter must be returned to the DBE subcontractor to indicate acceptance.

To: _____
(Name of DBE)

You have projected your interest and intent for such work, and the undersigned is projecting completion of such work as follows:

WORK ITEMS	PROJECTED DBE COMMENCEMENT DATE	PROJECTED DBE COMPLETION DATE
_____	_____	_____

(Date)

(Name of Prime Contractor &
Acceptance Signature)

SUBMIT WITH BID

DBE UNAVAILABILITY CERTIFICATION

I, _____, _____, of _____
(Name) (Title) (Bidder)

certify that on _____ I contacted the following DBE contractor to obtain a bid for work
(Date)
items to be performed on Contract Number _____

DBE Contractor	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials and Labor Only, Etc.)
_____	_____	_____

To the best of my knowledge and belief, said DBE contractors were unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

Signature: _____

Date: _____

_____ was offered an opportunity to bid on the above
(Name of DBE Contractor)

identified work on _____ by _____
(Date) (Source)

The above statement is true and accurate account of why I did not submit a bid on this project.

(Signature of DBE Contractor)

(Title)

DBE Certification Instructions

Important Notice

If you do not have a current, official letter of certification from WMATA, D.C. DOT or MWUCP, you are not pre-certified and are therefore not eligible to participate as a Disadvantaged Business Enterprise on the bid.

For those who wish to access the MWUCP certification application, it may be found on the internet at the following address:

https://www.wmata.com/business/disadvantaged_business_enterprise. Go to "Procurement and Contracting", click on "Disadvantaged Business Enterprise", then click on "DBE Application for Certification".

49 CFR Part 26 gives Metropolitan Washington Unified Certification Program (MWUCP) 90 days in which to process a complete DBE application. In order to become certified and participate in the MWUCP, you must comply with the procedures that follow. Certification must be final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.

Instructions

49 CFR Part 26.81(d) of the Certification Procedures requires a firm to be certified as a DBE in its "home state", where it has its principal place of business, in order to become certified outside such "home state". Therefore, you must attach a copy of a valid DBE Certification letter from your home state Department of Transportation to the MWUCP Application. In addition, submit the pertinent documents for your company listed below. The application should be completed in full and NOTARIZED.

General (All firms must submit documents under General)

- Current (unaudited) Financial Statements
- Prior three (3) years Federal Tax Returns
- Resume of Principal(s) and Key Personnel
- Third Party Agreements, such as Rental and Management Agreements
- Licenses to Do Business
- Personal Net Worth (PNW) Statement
- Statement of Disadvantage
- No Change Affidavit or Notice of Change (where applicable)

Corporations

- Articles of Incorporation By-Laws
- Stock Ownership Options
- Copy of Stock Certifications of Each Holder
- Copy of Voting Rights
- Record of First Organizational Meeting

Partnerships

- Partnership Agreement

Proprietorships

IRS Employer ID Number
WMATA Vendor ID#

Limited Liability Companies

Operating Agreement
Certificate of Formation, Operating Agreement with any amendments
U.S. Corporate or Partnership Income Tax Returns

Change of Status Review

On or before each certification anniversary date, you must submit a No Change Statement attesting that there have been no changes in the firm's circumstances affecting its ability to meet the eligibility requirements of 49 CFR Part 26 or WMATA's DBE Program Plan. Those firms which have undergone changes in circumstances must submit a Notice Regarding Change for review by the Office of Procurement and Materials, DBE Unit. A review of these changes shall be made to determine if the firm is in compliance with the 49 CFR Part 26.

Affidavit Enclosure

NOTE: When completing MWUCP Application, complete all information blocks. Type "N/A" if item does not apply to you or your firm.

DBE MANUFACTURER'S AFFIDAVIT

I hereby declare and affirm that I am _____ (Title)
and duly authorized representative of _____ (Name of Company),
a _____ owned and controlled
enterprise
whose address is _____

I further declare and affirm that company employees (persons not on the payroll of and/or performing the same tasks for disadvantaged owned business having any interest in the affiant's business) operate the following company equipment relative to the manufacturing process:

Equipment

Type _____ Function _____ Model _____ Age _____ Make _____

Number of employees involved in the manufacturing process: _____

The undersigned swears that the foregoing statements are true and correct and fully understands that WMATA may rely on these statements in determining whether a WMATA prime contractor purchasing goods from the undersigned's manufacturing concern is entitled to a 100% credit of such purchases towards its DBE goal. The undersigned further understands that any material misrepresentation will be grounds for initiating action under Federal or state laws concerning false statements.

Signature of Affiant Printed Name

Date: _____ State: _____ County: _____

On this _____ day of _____, 19_____,

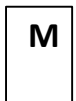
before me appeared _____
(Name)

to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by _____
(Name of Firm)

to execute the Affidavit and did so as his or her free act and deed.

(Seal) Sworn and subscribed before me _____
(Notary Public)

Commission Expires: _____



Information For Determining Joint Venture Eligibility

Page 1

.....

Name and address of Joint Venture:

Contact Person: _____ Telephone: _____

Have you attached a copy of the Joint Venture agreement? Yes No

NOTE: Affidavit will not be processed without a copy of the Joint Venture agreement.

.....

Name and address of Joint Venture partner: _____

Contact Person: _____ Telephone: _____

Status of firm: DBE. Non-Minority.

Does firm have current WMATA, DC DOT or MWUCP DBE certification? Yes No

.....

Name and address of Joint Venture partner: _____

Contact Person: _____ Telephone: _____

Status of firm: DBE. Non-Minority.

Does firm have current WMATA, DC DOT or MWUCP DBE certification? Yes No

.....

Describe the nature of the Joint Venture business:

Describe the role in the Joint Venture of each partner listed above:

Describe the experience and business qualifications of each partner in the Joint Venture listed above:

.....

Information For Determining Joint Venture Eligibility

Page 2

Indicate the percentage of ownership in the Joint Venture for each Joint Venture partner, indicating dollar amounts wherever applicable.

Name of Partner	Percentage of Ownership	Profit and Loss Sharing	Capital Contributions including Equipment	Other Agreements
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTALS:

Identify by name, title, race, sex and company affiliation those individuals responsible for the management control of and participation in this contract:

1. Financial decisions, such as payroll, insurance, surety and/or bonding requirements:

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

2. Management decisions, such as estimating, marketing and sales, hiring and firing, purchasing supplies:

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

3. Supervision of field operations:

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____



Information For Determining Joint Venture Eligibility

.....
The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our following named Joint Venture:

_____ and the intended participation by each Joint Venturer in the undertaking. Further the undersigned covenant and agree to provide the Authority current, complete and accurate information regarding actual Joint Venture work and the payment thereof and any proposed changes in any of the Joint Venture arrangements and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each Joint Venturer relevant to the Joint Venture, by authorized representatives of the Authority or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal and State laws concerning false statements.

It is recognized and acknowledged that the Authority's DBE Program shall have access to the information provided herein above for the purpose of establishing eligibility and authenticity of the minority/woman-owned status of the Joint Venture.

It is understood that trade secrets and information privileged by law, as well as commercial, financial, geological and geophysical data furnished will be protected.

(NAME OF FIRM)

(NAME OF SECOND FIRM)

(SIGNATURE OF AFFIANT)

(SIGNATURE OF AFFIANT)

(PRINT NAME)

(PRINT NAME)

(TITLE)

(TITLE)

(DATE)

(DATE)



Information For Determining Joint Venture Eligibility

Page 4

.....
Date: _____ State: _____ County: _____

On this _____ day of _____, 19____,

before me appeared _____
(Name)

to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by _____

(Name of Firm)

to execute the Affidavit and did so as his or her free act and deed.

(Seal) Sworn and subscribed before me _____
(Notary Public)

Commission Expires: _____

.....
Date: _____ State: _____ County: _____

On this _____ day of _____, 19____,

before me appeared _____
(Name)

to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by _____

(Name of Firm)

to execute the Affidavit and did so as his or her free act and deed.

(Seal) Sworn and subscribed before me _____
(Notary Public)

Commission Expires: _____

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

IFB-FQ15233

Washington Metropolitan Area Transit Authority

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
MONTHLY PROMPT PAYMENT REPORT

PRIME – CONTRACTOR’S REPORT

This report is required to be submitted to the Office of Procurement, DBE Branch 600 5th Street, NW, Suite 3C, Washington, DC 20001, pursuant to the requirements of WMATA’s DBE Program Plan and §26.29 of 49 CFR Part 26.

Contract No.: _____ Reporting Period: _____

Name of Prime Contractor: _____ DBE – Yes or No

Prime Contract Amount: _____ Total Received this Reporting Period: _____ Total Received to Date: _____
DBE Goal _____

Name of Sub-Contractor	DBE (Y/N)	Description of Work	Date of Contract Awarded	Amount of Sub-Contractor Award	Amount Paid This Reporting Period	Cumulative Paid To Sub-Contractor	% of Physical Work Complete
TOTAL							

I certify the information furnished with respect to DBE subcontractor performance correct to the best of my knowledge and represents a current status of the prime contractor with the DBE subcontractors for the designated period covered by this report. Further, those subcontractors, due payment pursuant to the terms of their subcontracts will be paid within ten days after receipt of payment from WMATA.

By: _____ Title: _____ Date: _____

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

IFB-FQ15233

Washington Metropolitan Area Transit Authority

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
MONTHLY PROMPT PAYMENT REPORT

SUBCONTRACTOR'S REPORT

This report is required to be submitted to the Office of Procurement, DBE Branch 600 5th Street, NW, Suite 3C, Washington, DC 20001, pursuant to the requirements of WMATA's DBE Program Plan and §26.29 of 49 CFR Part 26.

Contract No.: _____ Reporting Period: _____

Name of Subcontractor: _____ DBE – Yes or No

Subcontractor Contract Amount: _____ Total Received this Reporting Period: _____ Total Received to Date: _____

Name of Sub-Contractor	DBE (Y/N)	Description of Work	Date of Contract Awarded	Amount of Sub-Contractor Award	Amount Paid This Reporting Period	Cumulative Paid To Sub-Contractor	% of Physical Work Complete
TOTAL							

I certify the information furnished with respect to DBE subcontractor performance correct to the best of my knowledge and represents a current status for the designated period covered by this report. Further, those contractors, due payment pursuant to the terms of their subcontracts will be paid within ten days after receipt of payment from the Contractor.

By: _____ Title: _____ Date: _____

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

IFB-FQ15233

APPENDIX C - AUTHORITY-FURNISHED PERMITS: NOT USED

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

IFB-FQ15233

APPENDIX D - WAGE DETERMINATION OF THE SECRETARY OF LABOR

General Decision Number: DC150002 07/03/2015 DC2

Superseded General Decision Number: DC20140002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	02/20/2015
3	03/06/2015
4	04/03/2015
5	05/08/2015
6	05/22/2015
7	06/26/2015
8	07/03/2015

ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-008 10/09/2013

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

IFB-FQ15233

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....\$ 20.86		5.46

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

ASBE0024-014 10/01/2013

	Rates	Fringes
FIRESTOPPER.....\$ 26.06		5.90

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-002 05/03/2015

	Rates	Fringes
BRICKLAYER.....\$ 30.36		9.69

CARP0132-008 05/01/2013

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....\$ 26.81		8.13
PILEDRIVERMAN.....\$ 26.62		8.15

CARP1831-002 04/01/2013

	Rates	Fringes
MILLWRIGHT.....\$ 31.59		8.58

ELEC0026-016 11/03/2014

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....\$ 42.40		14.97

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

IFB-FQ15233

ELEC0026-017 09/01/2014

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....\$ 27.05		8.58

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 41.09		28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....\$ 30.65		18.135

IRON0201-006 05/01/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....\$ 27.50		18.58

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

IFB-FQ15233

LABO0657-015 06/15/2014

	Rates	Fringes
LABORER: Skilled.....	\$ 22.28	7.09

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

MARB0002-004 05/01/2014

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 34.18	15.63

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 05/01/2014

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.28	10.00

MARB0003-007 05/01/2014

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 21.48	9.08

MARB0003-008 05/01/2014

	Rates	Fringes
TILE SETTER.....	\$ 26.28	10.00

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

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MARB0003-009 05/01/2014

	Rates	Fringes
TILE FINISHER.....	\$ 21.48	9.08

PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

PAIN0051-015 06/01/2014

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	9.05

PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61

PLAS0891-007 08/01/2014

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24
Sprayer.....	\$ 23.00	4.24

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

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PLUM0005-010 08/01/2014

	Rates	Fringes
PLUMBER.....	\$ 38.92	16.35+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2014

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 38.24	19.42+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 28.50	11.04

SFDC0669-002 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.40	18.12

* SHEE0100-015 07/01/2015

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.79	16.77+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80

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PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 5 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

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1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

IFB-FQ15233

END OF GENERAL DECISION

General Decision Number: MD150057 07/03/2015 MD57

Superseded General Decision Number: MD20140057

State: Maryland

Construction Type: Building

County: Montgomery County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	03/06/2015
3	04/03/2015
4	05/08/2015
5	05/22/2015
6	06/26/2015
7	07/03/2015

ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-010 10/09/2013

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (Removal of		

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

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hazardous material from
ceilings, floors, mechanical
systems, and walls).....\$ 20.86 5.46

BRMD0001-006 05/03/2015

Rates Fringes

TILE SETTER.....\$ 26.75 10.68

BRMD0001-009 05/03/2015

Rates Fringes

TILE FINISHER.....\$ 21.96 9.50

BRMD0001-011 05/03/2015

Rates Fringes

BRICKLAYER (Excluding
Pointing, Caulking and
Cleaning).....\$ 30.36 9.69

BRMD0001-012 05/03/2015

Rates Fringes

MASON - STONE.....\$ 35.19 16.17

CARP0132-017 05/01/2013

Rates Fringes

CARPENTER (Including
Acoustical Ceiling
Installation, Drywall
Hanging, Metal Stud
Installation and Form Work).....\$ 26.81 8.13

CARP1831-002 04/01/2013

Rates Fringes

MILLWRIGHT.....\$ 31.59 8.58

ELEC0026-021 09/01/2014

Rates Fringes

ELECTRICIAN (Communication
and Sound Equipment).....\$ 27.05 8.58

ELEC0026-022 11/03/2014

Rates Fringes

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ELECTRICIAN (Including low voltage wiring for and installation of alarms, HVAC controls).....\$ 42.40 14.97+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

ELEV0010-001 01/01/2015

Rates Fringes
ELEVATOR MECHANIC.....\$ 41.09 28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0077-018 05/01/2013

Rates Fringes
OPERATOR: Bulldozer.....\$ 31.65 8.45+a
OPERATOR: Loader
Front End Loaders 3 1/2
cubic yards and above.....\$ 32.40 8.45+a
Front End Loaders Below 3
1/2 cubic yards.....\$ 31.65 8.45+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

IRON0005-005 06/01/2015

Rates Fringes
IRONWORKER, STRUCTURAL AND
ORNAMENTAL.....\$ 30.65 18.135

IRON0201-006 05/01/2015

Rates Fringes
IRONWORKER, REINFORCING.....\$ 27.50 18.58

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LABO0657-017 06/15/2014

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.28	7.09
LABORER: Pipelayer.....	\$ 22.28	7.09

PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

PAIN0051-019 06/01/2014

	Rates	Fringes
PAINTER Brush, Roller, Spray and Drywall Finisher/Taper.....	\$ 24.89	9.05
Industrial.....	\$ 29.60	9.05

PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 27.15		9.61

PLAS0891-008 08/01/2014

	Rates	Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler) Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24
Sprayer.....	\$ 23.00	4.24

PLUM0005-010 08/01/2014

	Rates	Fringes
PLUMBER.....	\$ 38.92	16.35+a

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

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a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-011 08/01/2014

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....	\$ 38.24	19.42+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 28.50	11.04

SFMD0669-001 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.40	18.12

* SHEE0100-015 07/01/2015

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.79	16.77+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

SUMD2010-091 08/04/2010

	Rates	Fringes
LABORER		
Common or General.....	\$ 14.15	2.30
Grade Checker.....	\$ 16.00	2.90
Landscape.....	\$ 9.23	
Mason Tender - Brick.....	\$ 13.00	0.00
Mason Tender - Stone.....	\$ 14.03	0.00
Mason Tender for Pointing,		

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Caulking and Cleaning.....\$ 13.21
Mortar Mixer.....\$ 16.61 9.08

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....\$ 19.19 0.00

POWER EQUIPMENT OPERATOR:
Asphalt Roller.....\$ 21.35 5.38
Backhoe.....\$ 19.82 5.02
Bobcat/Skid Loader.....\$ 18.05 8.78
Boom.....\$ 21.44 8.29
Crane.....\$ 20.95 6.18
Excavator.....\$ 20.00 0.00
Forklift.....\$ 16.00 5.12
Gradall.....\$ 20.50 8.42
Grader/Blade.....\$ 14.50 5.18
Paver.....\$ 17.47 6.36
Roller excluding Asphalt....\$ 17.60 3.88

TERRAZZO WORKER/SETTER.....\$ 19.94 6.54

TRUCK DRIVER
Dump Truck.....\$ 15.90 1.12
Tractor Haul Truck.....\$ 17.87 9.98

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

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(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

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negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

IFB-FQ15233

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

END OF SECTION

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SUPPLY AND SERVICE CONTRACT

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SECTION 00900

AMENDMENTS AND MODIFICATIONS

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AMENDMENTS

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SECTION 00920

CLAIMS

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SECTION 00930

CLARIFICATIONS AND PROPOSALS

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SUPPLY AND SERVICE CONTRACT

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SECTION 00940
MODIFICATIONS

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

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END OF SECTION

SECTION 00011
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 - 01112 Program Requirements
 - 01114 Safety/Environmental Requirements
 - 01116 Identification and Security
 - 01117 Construction Tasks Details
 - 01141 Access to Site
 - 01180 Project Utility Sources
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- 01700 Execution Requirements
 - 01711 Acceptance of Conditions
 - 01721 Layout of Work and Field Engineering
 - 01722 Mobilization
 - 01723 Protection of Adjacent Construction
 - 01731 Cutting and Patching
 - 01740 Cleaning
 - 01775 Closeout

01800 Facility Operation

01820 Demonstration and Training

Attachments

- 1) 01112A ADA Key and New Station Checklist
- 2) 01114A Metrorail Safety Rules and Procedures Handbook
- 3) 01114A Department of Bus Service Employee's Handbook
- 4) 01114A MSDS Review Request Form
- 5) 01115A Sample Certifiable Items List (CIL)
- 6) 01250A Form C-113 Daily Report – Labor, Materials and Equipment
- 7) 01330A Design Review Form
- 8) 01775A Sample Preventive Maintenance Instruction (PMI)
- 9) SSWP Site Specific Work Plan
- 10) PIR Pre-Inspection Reports
- 11) MIR Mezzanine Inspection Reports
- 12) Contractor Bid Sheets
- 13) Kiosk Drawings
- 14) Kiosk Patch Panel Port Assignment
- 15) WMATA Standard Specifications (Division 2 through 16)
- 16) WMATA Department of Information Technology, Network and Communications Services Infrastructure Design and Wiring Standards

END OF SECTION

SECTION 01110
SUMMARY OF WORK

PART 1 – GENERAL

1.1 SUMMARY

- A. Contractor shall furnish and install new conduit and new electrical and data cables to support new fare equipment and systems. The work includes the installation of new under-floor duct and conduit raceways, electrical cabling circuits, and data cables at 34 station mezzanines in Washington, D.C. and Maryland.
- B. Contractor deliverables include:
 - 1. Project Schedule
 - 2. Weekly Schedule and Four-Week Look-Ahead Schedule
 - 3. Daily Work Plan
 - 4. Safety Plan and SSWP
 - 5. Project QA/QC Plan
 - 6. Installation Plan (new raceway locations)
 - 7. Power Cable Megohmmeter Test Results
 - 8. Data Cable Test Results
 - 9. Cable Wiring Diagrams
 - 10. As-Built Mezzanine Schematics of In-Floor Duct, Conduit, Power Circuits, and Data Cables
- C. The Contractor shall provide all necessary labor, supervision, material, supplies, tools, product, equipment, storage, transportation, and other items needed to satisfactorily complete the project.
- D. The finished product shall function and be installed as fully-compatible with the existing WMATA system.
- E. The work at the station mezzanines will not require track access rights.
- F. As specified in Table 1, one or more of the following tasks will be performed at each station mezzanine:
 - 1. Task 1a - Installation of Under-Floor Duct (Electrical)
 - 2. Task 1b - Installation of Exposed Conduit (Electrical)
 - 3. Task 1c - Installation of Faregate Array Under-Floor Duct (Data)
 - 4. Task 1d - Duct Repair
 - 5. Task 1e - Installation of Faregate Array Under-Floor Duct (Power)
 - 6. Task 2a - CAT6 Installation and Termination
 - 7. Task 2b - Existing CAT6 Termination Only
 - 8. Task 3 - Installation and Termination of Electrical Circuit Cable
 - 9. Task 4a - Installation of Fire Alarm Cable at Faregate Arrays
 - 10. Task 4b - Installation of Fire Alarm Cable to Mini-Mezzanine Faregate Array

Table 1

#	Location		Summary of Work Tasks									
	Mezzanine Location	Mezz ID	1a	1b	1c	1d	1e	2a	2b	3	4a	4b
1	METRO CENTER WEST	001							X	X	X	
2	METRO CENTER EAST	019						X		X	X	
3	METRO CENTER NORTH	035							X	X	X	
4	METRO CENTER SOUTH	052							X	X	X	
5	FARRAGUT NORTH SE.	002		X				X		X	X	
6	FARRAGUT NORTH NW.	003		X				X		X	X	
7	FARRAGUT NORTH NE.	004						X			X	
8	DUPONT CIRCLE SO.	005						X			X	
9	WOODLEY PARK ZOO	007						X			X	
10	CLEVELAND PARK	008		X				X		X	X	
11	VAN NESS UDC	009		X				X		X	X	
12	TENLEYTOWN	010		X				X		X	X	X
13	FRIENDSHIP HEIGHTS NO.	011						X		X	X	
14	FRIENDSHIP HEIGHTS SO.	104		X				X		X	X	
15	GROSVENOR	014		X				X		X	X	
16	WHITE FLINT	015						X		X	X	
17	TWINBROOK	016						X		X	X	
18	ROCKVILLE	017						X		X	X	
19	GALLERY PLACE WEST	020		X				X		X	X	
20	GALLERY PLACE NORTH	069						X		X	X	
21	JUDICIARY SQUARE WEST	022						X			X	X
22	JUDICIARY SQUARE EAST	023							X	X	X	
23	UNION STATION NORTH	025		X				X		X	X	
24	NEW YORK AVE. SOUTH	108		X				X		X	X	
25	NEW YORK AVE. NORTH	109		X				X		X	X	
26	RHODE ISLAND	026						X		X	X	
27	BROOKLAND/CUA	027	X	X			X	X		X	X	
28	FORT TOTTEN	028	X	X	X		X	X		X	X	
29	TAKOMA	029	X	X	X		X	X		X	X	X
30	SILVER SPRING- SOUTH	030						X		X	X	X
31	SILVER SPRING- NORTH	031						X		X	X	
32	FOREST GLEN	032						X			X	
33	WHEATON	033			X		X	X		X	X	
34	GLENMONT	034			X			X		X	X	

- Task 1a- Installation of Under-Floor Duct (Electrical)
- Task 1b- Installation of Exposed Conduit (Electrical)
- Task 1c- Installation of Faregate Array Under-Floor Duct (Data)
- Task 1d- Duct Repair
- Task 1e- Installation of Faregate Array Under-Floor Duct (Power)
- Task 2a- CAT6 Installation **and** Termination
- Task 2b- Existing CAT6 termination **only**
- Task 3- Installation **and** Termination of Electrical Circuit Cable
- Task 4a- Installation of Fire Alarm Cable at Faregate Arrays
- Task 4b- Installation of Fire Alarm Cable to Mini-Mezzanine Faregate Array

- G. The location-specific details are provided in the electrical design drawings and site survey reports referred to as the Pre-Inspection Report (PIR) and the Mezzanine Inspection Report (MIR) located in Volume 4 of this solicitation.
- H. WMATA Standard Specifications (Division 2 through 16) and WMATA Department of Information Technology, Network and Communications Services Infrastructure Design and Wiring Standards are also included in this solicitation. Key Division sections include:
 - 1. 02220, DEMOLITION
 - 2. 04050, MORTAR, GROUT AND MASONRY ACCESSORIES
 - 3. 07841, FIRESTOPPING
 - 4. 09320, TILE
 - 5. 16060, GROUNDING AND BONDING
 - 6. 16120, WIRE, CABLE AND BUSWAYS
 - 7. 16125, WIRE CONNECTION ACCESSORIES
 - 8. 16130, RACEWAYS, BOXES AND CABINETS
 - 9. 16440, CIRCUIT BREAKERS, PANELBOARDS AND LOAD CENTERS
 - 10. 16701, DEFINITIONS OF COMMUNICATIONS SYSTEM TERMS
 - 11. 16702, COMMUNICATIONS ABBREVIATIONS (REVISED SECTION)
 - 12. 16704, COMMUNICATIONS STANDARD SPECIFICATIONS – INSTALLATION
 - 13. 16710, COMMUNICATIONS GROUNDING
 - 14. 16715, COMMUNICATIONS ELECTRICAL POWER DISTRIBUTION
 - 15. 16731, COMMUNICATIONS - FIRE AND INTRUSION ALARM SYSTEM
 - 16. WMATA Department of Information Technology, Network and Communications Services Infrastructure Design and Wiring Standards

1.2 PRE-INSTALLATION ACTIVITIES

- A. The Contractor shall submit for review and approval a quality control and quality assurance plan specific to this contract (see Section 01470, QUALITY MANAGEMENT SYSTEM).
- B. The Contractor shall submit for approval a Safety Plan and a Site Specific Work Plan (SSWP) (see Section 01114, SAFETY/ENVIRONMENTAL REQUIREMENTS) applicable to all the work locations under this contract.
- C. The Contractor shall submit for review and approval product data/catalog sheets.
- D. The Contractor shall submit to WMATA for review and approval an installation plan per mezzanine location where new raceway will be installed. The plan shall include a raceway diagram and drawing identifying material and product and installation procedure per WMATA standards for all the work.
- E. WMATA will schedule a project kick-off meeting before commencement of any work.
- F. The Contractor shall have all field personnel complete WMATA Roadway Protection training (4 hours) before construction can begin.
- G. WMATA-lead confined-space access training shall be required of Contractor personnel before performing work in confined-space areas. Contractor shall contact WMATA to schedule this training.
- H. The Contractor shall submit project schedule in MS Project for WMATA review and approval (see Section 01330)

1.3 DAYS/HOURS OF WORK

- A. The standard work schedule shall be no more than 5 days a week at 8 hours a day, unless approved beforehand by WMATA.
- B. Contractor can set up and stage work and materials at a mezzanine location at 10:00 PM when authorized by a Station Manager on a case-by-case basis. Otherwise, all set up and staging must take place during non-revenue hours. The typical work week shall be from 10:00p Sunday to 6:00am Friday.
- C. Work Tasks in the public area shall begin after the last train departs the station and end before the station opening. Reference the wmata.com website to identify those times for each Metrorail station.
- D. The Contractor shall provide the WMATA Project Manager and Construction Manager 48 hours notice of any schedule change.

1.4 LOCATION

- A. The Project is located on WMATA property in the Metrorail system in Washington, D.C. and Maryland.

1.5 SITE LOGISTICS

- A. Access to the construction site shall be from station entrance. Egress from the site shall be from station exit.
- B. Delivery of materials and equipment shall be arranged on a daily basis.
- C. Construction equipment and materials shall not be staged within Authority Right-of Way and shall be protected from customers/patrons.
 - 1. Construction operations will be required to be staged as directed by the Authority.
 - 2. Staging is prohibited at faregate equipment entry, exit, and use-points that directly affect the customer/patron accessibility.
- D. Parking shall be the responsibility of the Contractor.
- E. Constraints on Construction - Work Crews and Shifts: Contractor is required to schedule work at four mezzanine locations each day. This shall be shown on the Four-Week Look-Ahead schedule each week. WMATA and the Contractor shall coordinate the schedule on a daily basis using the Daily Report and the Four-Week Look-Ahead schedule maintained by the Contractor.
- F. Coordination of Work with Others: Coordinate work through the Contracting Officer Technical Representative with the utilities and jurisdictional authorities affected by or having jurisdiction over the project
- G. Safety: Establish and manage project safety in accordance with Section 01114, SAFETY/ ENVIRONMENTAL REQUIREMENTS.
- H. Quality: Establish and manage a Quality System in accordance with Section 01470, QUALITY MANAGEMENT SYSTEM.
- I. Testing: Establish and perform testing as specified in various specification sections and in accordance with Section 01470, QUALITY MANAGEMENT SYSTEM. Submit all test results within 10 business days for WMATA review and approval.
- J. As-Built Documents: Maintain a hard-copy schematic record of As-Built conditions during construction phase and provide As-Built schematics of the work performed at the completion of each mezzanine location in accordance with Section 01775, CLOSEOUT. As-Built schematics shall show cable and termination point identifications, and raceway type/size. Indicate if existing cables are present in the raceway.

- K. Salvaging of Materials and Equipment: Salvaged material not specified for reuse shall become the property of the Contractor and shall be removed from the site

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (see Section 01117)

END OF SECTION

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. United States Green Building Council (USGBC)
B. Registrar Accreditation Board of the American Society for Quality (RABASQ)
C. 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 within 10 Days of Award in accordance with Section 01330, SUBMITTAL PROCEDURES:
 1. Evidence of qualifications and experience of Key Staff.

1.4 CONTRACTOR

- A. The Contractor shall be responsible for constructing the Project and for furnishing and managing the services of Subcontractors and vendors, to perform all manufacture, fabrication, installation, and construction to complete the Project in accordance with the Contract Documents.
- B. The Contractor shall be responsible for ensuring adherence to 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.
- C. 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.
- D. Individuals holding these key staff positions shall not be changed without written Authority approval for substitutions of key staff.
- E. Key Staff
 1. Program/Project Manager
 a. Professional with experience managing the construction of projects of a similar type and financial magnitude.
 b. Responsible for managing all facets of the Project and has overall responsibility for its successful and timely completion.
 c. Supervises the Key Staff and shall be the primary point of contact with the Contracting Officer Representative.

2. Construction Manager

- a. Construction professional with experience managing multi-disciplined construction projects.
- b. Responsible for the management of all field staff including Subcontractors and the day-to-day construction at all work sites.
- c. Responsible for the preparation, submittal, and management of construction submittals; maintenance of all as-built documentation.

3. Quality Manager

- a. Shall be a full time staff member of the Contractor and shall establish, implement, and maintain the Quality Management System, shall report directly to and be supervised by an Officer of the Contractor at a level above that of the Project Manager responsible for the Project, shall serve as a liaison officer with the Authority and the Jurisdictional Authorities on matters relating to the Contractor's quality system, shall be responsible for ensuring that the Quality Management System is effective in ensuring that the Contract requirements are satisfied, and shall be responsible for the oversight of onsite and offsite testing by the Contractor.

4. Safety Superintendent

- a. Responsible for development of a construction safety plan.
- b. 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
- c. The Quality Manager and Safety Superintendent positions may be the same person.
- d. First Aid Attendant

Shall have current First Aid and CPR certification. A resume, certifications, and evidence of training shall be submitted documenting education and experience.

Shall be trained in Blood-borne Pathogens in accordance with CFR §1910.1030.

5. Master Electrician

- a. An individual with a Master Electrician license(s) in DC, Maryland and Virginia shall be staffed by the contractor, and be maintained by the contractor until contract closeout. Individual shall be fulltime available to the project. The license is issued and regulated by the state labor/licensing/regulation board and or equal/appropriate governing body.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01112
PROGRAM REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies requirements for carrying out demolition and installation, and technical support during construction, as indicated, and provides requirements for project management to be followed by the Contractor. The Section also establishes Program Requirements for the Project.
- B. Pre-Installation Activities
 - 1. Submit for approval a quality control and quality assurance plan specific to this contract. Reference Section 01470 "Quality Management System".
 - 2. Submit for approval a Site Specific Work Plan (SSWP) applicable to all the work locations under this contract.
 - 3. Submit for approval product data/catalog sheets of product and equipment.
 - 4. Contractor field personnel to attend WMATA Right-of-Way training class.
 - 5. Submit schedule covering full contract scope (living document)
 - 6. Submit 4 week look ahead schedule.
- C. Installation of New Under-Floor Duct and Conduit (exposed)
 - 1. If WMATA determines as a result of the underfloor duct and conduit inspection report that an existing in-floor duct cannot be used, the Contractor shall install a new in-floor duct in accordance to the inspection report proposed pathway. WMATA to provide the duct inspection reports to the Contractor. The Contractor shall install new U/F duct and/or 2" galvanized rigid conduit or as approved by WMATA as indicated in the duct inspection report. The Contractor shall install the new duct or 2" conduit in accordance to NEC and WMATA standards.
- D. Installation and Termination of New Category 6 Ethernet Cables
 - 1. The Contractor shall furnish and install an individual CAT6 cable from the kiosk to each faregate location (in a "home-run" configuration). At the kiosk each CAT6 cable shall be terminated to the patch panel (provided by WMATA). At each faregate, each CAT6 cable shall be terminated to a surface-mount Ethernet jack inside the faregate cabinet. The Contractor shall leave ample cable slack at each end to accommodate termination without requiring a cable splice. Contractor shall coordinate with WMATA for equipment access.
- E. Power Cable Installation
 - 1. The Contractor shall install four 600V power (each rated at 600V) and one ground cables from the electrical equipment room panelboard to the kiosk at each mezzanine. All electrical installation shall conform to the WMATA Standard Specification DIVISION 16 - ELECTRICAL, TRACTION POWER, COMMUNICATIONS & AUTOMATIC TRAIN CONTROL.
- F. Termination of Existing Category 6 (CAT6) Cables
 - 1. The Contractor shall terminate existing CAT6 cables already in place at the Kiosk, faregate, fare vending machine, and exit fare vending machine locations. At the kiosk, each CAT6 cable shall be terminated to the patch panel (provided by WMATA). At the faregate, fare vending machine, and exit fare vending machine locations, each CAT6 cable shall be terminated to a surface-mount Ethernet jack.

2. Installation of faregate open circuit cable from Kiosk to last faregate cabinet in each array. No cable termination. Total cable length to be provided to contractor for each cable run.
- G. Faregate Cable Open Control Cable Installation
1. The Contractor shall install control cable in each faregate array, going from the Kiosk to the farthest faregate cabinet in each faregate array. Cable shall be tagged but not be terminated.
- H. As-Built Schematics
1. The Contractor shall maintain a hard copy drawing and specification record of as-built conditions during construction phase, and provide As-Built Schematics within 21 days from the completion of mezzanine construction work of the Project in accordance with Section 01330, SUBMITTALS

1.2 REFERENCES

- A. Program Requirements – Metrorail Red Line Stations
- B. WMATA Manual of Design Criteria
- C. WMATA Standard Specifications, Divisions 02 through 16
- D. WMATA Infrastructure Design & Wiring Standards (Internet Technology Dept.)
- E. Federal Transit Administration - Accessibility Handbook for Transit Facilities

1.3 SUBMITTALS

- A. Make the submittals of this Section for Approval by the Authority in accordance with Section 01330, SUBMITTAL PROCEDURES, unless noted otherwise.
 1. Design Control Plan within 15 Days of Notice to Proceed (NTP).
 2. SSWP (Site Specific Work Plan)
 3. Milestone documents as specified within this Section.
 4. Check sets of Design Drawings and Design Specifications at each design milestone.
 - a. Single line diagram as-built schematics
 5. Test, acceptance, and verification criteria and procedures for the product being specified as described in Section 01470, QUALITY MANAGEMENT SYSTEM.
 - a. Power cable megohmmeter insulation resistance testing
 - b. Ethernet CAT6 cable testing
 6. Meeting minutes of all design coordination meetings attended by third-party entities as described in Section 01312, Project Meetings
 7. At the end of the Contract, submit in accordance with Section 01775, CLOSEOUT, a complete configuration management database.

1.4 GENERAL REQUIREMENTS

- A. Review Project requirements and discuss any issues needing clarification with Contracting Officer Representative along with WMATA design review team, end users and other stake holders at the Pre-Installation Meeting prior to beginning any design work. The meeting shall be attended by the Contractor's Project Manager, Design Engineering Manager, and those involved in designing the Project elements.
- B. Do not change the approved installation firms(s), sub-consultants, and personnel once approved or shift design and engineering work from one sub-consultant to another without the prior written approval of the Contracting Officer Representative.
- C. Perform a code review for the Project and identify any potential conflicts amongst the design requirements, assumptions, field conditions, WMATA Manual of Design Criteria and jurisdictional codes that may affect scope, cost schedule, or quality of work. Notify the Contracting Officer Representative of potential conflicts as soon as practicable but no later than within [30] Days of NTP. The notification shall include a clear statement of the conflict, the source of the requirement and criteria, and a recommended solution to the potential conflict.
- D. Coordinate with the Jurisdictional Authorities as needed for obtaining all necessary permits.
- E. ADAAG Design and Construction Compliance
 - 1. Design and construct the Work in accordance with ADAAG regulations and Federal Transit Agency Accessibility Handbook for Transit Facilities. In projects that address only a portion of an existing facility, ADAAG requirements state that the connection to public use space shall be accessible to the public at finish of construction. Alterations cannot decrease public accessibility. Accessible paths must be provided both within scope of the facility being constructed or renovated and to adjacent properties. ADAAG requirements apply to facilities open to the public as well as facilities for Authority employees in accordance with ADAAG reference 4.1.1.5.
 - 2. Should ADAAG regulations and Federal Transit Administration Accessibility Handbook for Transit Facilities requirements conflict, the most stringent shall apply.
 - 3. Exceptions to ADAAG regulations and FTA requirements:
 - a. None
 - 4. Ensure that facility designs, except as noted, comply with ADAAG and FTA requirements by providing a duly certified ADAAG Design Compliance Certification Form using the form provided by the Authority. Refer to Attachment to this Section: Federal Transit Administration (FTA): Key and New Rail Station Checklist.
- F. Permits: Prepare designs necessary to submit plans and obtain all permits needed to implement the Project. Do not modify Contract Document requirements based on comments from Jurisdictional Authorities or Utilities without approval from the Authority.
- G. Provide Engineering services during construction, such as performing Request for Information and submittal reviews prior to their submittal to the Contracting Officer Representative as further described in Section 01330, SUBMITTAL PROCEDURES, and prepare As-Built Schematics and As-Built Specifications as further described in Section 01775, CLOSEOUT.

1.5 MILESTONE SUBMITTALS

- A. Preliminary Design – Design Drawings, Design Specifications, calculations, and all associated design documents shall be completed to include the minimum requirements listed below:
 - 1. Drawings:
 - a. As-built schematics – Complete (per mezzanine)
 - 2. Substantial Completion Inspection, SCI, sheet(s), signed (per mezzanine)

PART 2 – PRODUCTS

PART 3 – EXECUTION

3.1 IMPLEMENTATION

- A. Coordinate and resolve conflicts for locations and sizes of openings, conduits, equipment placement, power and HVAC requirements, and clearances and weights of all elements among all the disciplines as applicable, through RFIs submitted in Procore
- B. Immediately notify the Contracting Officer Representative in writing upon identification and within 24 hours of design issues or problems, which may affect cost, schedule, the work of Utilities, or other contracts.
- C. Coordinate design with governmental, public and private agencies and others. Such coordination shall include attending meetings as may be necessary. Notify Contracting Officer Representative of coordination meetings a minimum of 2 Days prior to meetings. Prepare and submit to the Contracting Officer Representative meeting minutes of all such meetings attended. Promptly notify the Contracting Officer Representative in writing of any betterments or other work beyond the scope of the Contract Documents that are requested by jurisdictional authorities, Utilities and property owners.

3.2 INTERFACE REQUIREMENTS

- A. Systems, which require functional and physical interface coordination, may include, but are not limited to:
 - 1. Electrical Systems
 - 2. Communications Systems including Data
- B. Interface and compatibility requirements within various other interfaces for the Communications Systems include:
 - 1. Ancillary and Remote Facilities: Coordinate provisions for Fire and Intrusion Alarm System and wayside telephones.
- C. Interface and compatibility requirements for the Utility systems:
 - 1. Coordinate electrical power requirements and location of equipment, feeders, and ductbanks.

END OF SECTION

SECTION 01114
SAFETY/ENVIRONMENTAL REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes construction safety and security and environmental safety requirements for the Project including WMATA's Safety Awareness Program.

1.2 REFERENCES

- A. WMATA Construction Safety and Environmental Manual (CSEM)
- B. ANSI/ISEA 107 - American National Standard for High-Visibility Safety Apparel
- C. Occupational Safety and Health Association (OSHA)
 - 1. 29 CFR §1910
 - 2. 29 CFR §1926
 - 3. 49 CFR §172
 - 4. 49 CFR §390-397
- D. U.S. Army Corps of Engineers - Safety Manual EM-385-1-1
- E. National Commission for the Certification of Crane Operators
- F. Resource Conservation and Recovery Act (RCRA) of 1976 and amendments
- G. Metrorail Safety Rules and Procedures Handbook (MSRPH) - SOP No. 19
- H. WMATA, Office of Rail Transportation Maintenance Operations Control, Administrative Procedure OAP 200-33, Site Specific Work Plan (SSWP)
- I. WMATA Department of Bus Service Employee Handbook (BSEH)

1.3 QUALITY ASSURANCE

- A. Refer to Section 01470, QUALITY MANAGEMENT SYSTEM

1.4 SUBMITTALS

- A. Submit to the Contracting Officer Representative for approval in accordance with Section 01330, SUBMITTAL PROCEDURES, 60 Days prior to commencing construction, unless noted otherwise:
 - 1. Documentation and Certifications of Safety Superintendent's and First Aid Attendant's, as applicable, experience in construction safety.

2. Contractor's Organizational Health and Safety Program Plan that includes OSHA required plans listed below that are applicable to the Work.
 - a. Site-specific Emergency Response Plan.
 - b. Site-specific Temporary Fire Protection System Plan, requiring WMATA Fire Marshall approval.
 - c. Site-specific Dust and Debris Control Plan.
 - d. Site-Specific Work Plans for all work that will be performed in the right-of-way and operational ancillary rooms within the station.
 - e. Site-specific Fall Protection Plan.
 - f. Bloodborne Pathogens Exposure Control Plan.
 - g. Hearing Conservation Program if employees are exposed to continuous noise in excess of the OSHA Action Level.
 - h. Respiratory Protection Program if employees are exposed to dust (including crystalline silica) or other toxic atmospheres in excess of the OSHA permissible exposure limits. If a respiratory program is required, provide documentation of training, medical clearance for respirator use, and respirator fit testing.
 - i. Confined Space Program.
 3. Job Hazard Analysis submitted prior to each element of construction.
 4. Documentation to show that all Confined Space entrants and attendants are trained in Confined Space Entry, including hands-on-training or Confined Space Awareness, as applicable, and possess applicable licenses and certifications.
 5. Site-specific Confined Space Permits at least 48 hours before entry.
 6. Identity of all materials or chemicals to be used on Authority property (including welding rods), material safety data sheets (MSDSs) for these products, and a brief explanation of how they will be used and if wastes will be generated. Submit MSDS Review Request Forms prior to the use these materials or chemicals.
 7. CCO Certificate before crane operators' work on the Site.
- B. Submit to the Contracting Officer Representative for information in accordance with Section 01330, SUBMITTAL PROCEDURES, 60 Days prior to commencing construction, unless noted otherwise:
1. Certificates of Insurance for pollution liability coverage, if applicable, in accordance with Section 00878, INDEMNIFICATION AND INSURANCE REQUIREMENTS, for Contractor or Subcontractors performing work involving hazardous materials, hazardous substances, hazardous wastes, or contaminated soil or water.
 2. Results of noise monitoring, air monitoring, and soil, water or waste sampling submitted weekly during work activities.
 3. Documentation of medical surveillance submitted monthly.
 4. Identity of equipment that may generate toxic atmospheres such as gasoline or diesel-powered generators, welding, and cutting equipment.

5. Documentation of licenses and certificates required for lead or asbestos abatement, UST removal, or installation, OSHA's Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), or other work requiring licensing or certification such as welding.
6. Documentation of licenses, certificates, and U.S. EPA identification numbers required for transportation of hazardous materials, hazardous substances, or hazardous wastes.
7. Documentation of licenses, permits, and certificates required for disposal of hazardous wastes including the name and address of the waste disposal facility where hazardous waste materials are to be disposed.
8. Certification of Crane Operators Certificate before the crane operator works on the Site.
9. Identification of air monitoring devices that will be used to monitor air quality at the Work Site. Provide copies of most recent manufacturer calibration and all Contractor field calibration checks.

1.5 SAFETY REQUIREMENTS

- A. The Contractor shall be responsible for all Subcontractors, Suppliers, and other persons working under its direction to comply with all requirements as noted herein, and shall disseminate these requirements to those personnel.
- B. Cooperate with representatives of the Authority and federal, state, and local regulatory agencies during Site inspections or investigations. Inspection and investigation activities do not involve directing of Contractor's work, but may involve interviews with Contractor personnel. The Contracting Officer Representative will notify the Contractor if any operation that is not in compliance with federal, state, or local health and safety or environmental regulations or Authority policy and procedures, and that may require the Contractor to stop work on a specific task or operation.
- C. Immediately report all accidents and incidents (including near misses) that occur during the performance of the Work to the Contracting Officer Representative.
- D. The storage of hazardous and flammable materials (including such items as rags, mops, paper towels, or other combustible materials contaminated with hazardous or flammable products) on Authority property, is restricted. Contractors seeking to store hazardous or flammable materials on Authority property must obtain approval from the Authority by submitting material safety data sheet (MSDS) for each specific chemical and the quantity of each chemical to be stored on the Site. It may not always be possible to grant permission to store hazardous or flammable materials on Authority property. If permission is granted, store the materials in compliance with the jurisdictional codes and regulations. Acquire permits for use of hazardous materials as required by the jurisdictional Fire Marshal.
- E. The use of explosives for the performance of Contract work will not be permitted without written Approval from the Contracting Officer Representative. Obtain all permits and approvals from the Jurisdictional Agencies.
- F. Prior to performing any work on or above or under the right-of-way, arrangements shall be made through the Contracting Officer Representative for access rights and power outage in accordance with SOP No. 19 contained in the Metrorail Safety Rules and Procedures Handbook and OAP 200-33 (SSWP). All special requests for access, single tracking, power outages, escorts, and other Authority support shall be submitted in writing. Site Specific Work Plans shall be submitted for all Work conducted in Authority Right-of Way and any operational facility. Ensure that personnel complete safety training by Authority on the rules and procedures for working on the Right-of-Way before starting such work.

- G. Employ and assign to the construction work a Safety Superintendent as specified in Section 01111, CONTRACTOR KEY STAFF, and a separate certified First Aid Attendant for on-site work activities. A first aid station shall be established and fully equipped to meet the needs of the anticipated work force. The certified First Aid Attendant shall be on duty in the first aid station at all times when construction work is in progress except when on emergency calls. In no event shall work at the Site be performed until the approved Safety Superintendent and First Aid Attendant are available to the Project.
- H. If, at any time, the Work Site is without the services of an approved Safety Superintendent and First Aid Attendant for a period of 15 Days or more, the Work may be closed down at the discretion of the Contracting Officer Representative. The Safety Superintendent and First Aid Attendant shall be acceptable to the Contracting Officer Representative, and their performance will be reviewed and documented by the Contracting Officer Representative on a continuing basis. If the Safety Superintendent's and First Aid Attendant's effectiveness is below standard, the Contractor shall provide immediate replacement at the Contracting Officer Representative's direction. Once employed, the Safety Superintendent and First Aid Attendant shall not be changed without permission of the Contracting Officer Representative.
- I. For all work within Confined Spaces, comply with all OSHA, state, and local Jurisdictional Authority rules and regulations for confined spaces defined by 29 CFR §1910.146. Confined spaces shall be classified as either non-permit confined space or permit-required confined space in accordance with OSHA regulations.
- J. Prior to the initial entry into a confined space, coordinate entry with the Contracting Officer Representative and take air quality readings to establish base readings and conditions. At a minimum, oxygen, lower explosive limit, carbon monoxide, and hydrogen sulfide, shall be measured. Measurement of additional parameters may be required depending on the location of the space and potential for atmospheric hazards related to contamination or work activities.
- K. Air quality and any additional parameter reading results shall be provided to the Contracting Officer Representative for recording purposes and shall determine if atmospheric hazards exist, which would classify the space as a permit-required confined space. Continuous and follow-up monitoring of air quality shall meet OSHA requirements, and all subsequent results shall be provided to the Contracting Officer Representative.
- L. Prior to the start of any work involving non-permit confined spaces, submit the following:
 - 1. Written Job Hazard Analysis for all work to be performed in the confined space, including MSDSs for chemicals to be used in the space. Submit MSDSs for all chemicals to be used on Authority property along with a brief description of how and where they will be used and if wastes will be generated. The MSDSs will be reviewed by Authority and if approved, the materials can be used in the system. If they are rejected, submit a substitute for Authority approval. The MSDSs must be recent (less than 3 years old) and comply with the OSHA Hazard Communication Standard 29 CFR §1910.1200. The Contractor is responsible for complying with the requirements of the MSDSs.
 - 2. Written Emergency Response Plan, which identifies emergency responders for rescue operations.
 - 3. Written plan for a temporary Fire Protection System as specified in Section 00740, PROTECTION OF PERSONS AND PROPERTY, for use during the term of the Contract, for Authority approval. Ensure that work activities do not adversely impact existing fire protection system(s) i.e., sprinklers, stand pipes, and portable extinguisher.
 - 4. Identification of air monitoring devices that will be used to monitor air quality at the work Site. Provide copies of most recent manufacturer calibration and all Contractor field calibration checks. As a minimum, Authority requires field calibration checks on air monitoring

- instruments, each day (or shift) before use. The field calibration check information shall include the date, time, calibration check data, and the printed name and signature of the person performing the calibration check.
5. Documentation to show that all personnel working in or near non-permit confined spaces are trained in Confined Space Awareness.
- M. Prior to the start of any work involving permit-required confined spaces, submit the following in addition to those items required for non-permit confined spaces:
1. Written Site-specific Confined Space Program.
 2. Confined space permit for applicable space. Each permit is valid for a maximum of 24 hours.
 3. Written Respiratory Protection Program.
 4. Documentation to show that all personnel required to wear respiratory protection have received respiratory protection training, have been fit tested for the respirators they are required to wear (applies to tight fitting respirators) and have been medically evaluated to verify that they have no health problem that would interfere with their safe use of a respirator.
 5. A warning sign to identify the work Site as a permit-required confined space requiring authorization to enter.
 6. The Contractor is required to notify the State at least 24 hours prior to entering permit-required confined spaces or to employ State certified Safety personnel who will manage permit-required confined space access and who will perform the required record keeping.
- N. Provide a Job Hazard Analysis prior to the start of each phase of work.
- O. Work clothing consists of long pants, shirts with long or short sleeves, sturdy work boots, and appropriate personal protective equipment. Jewelry that hangs, loose clothing, or clothing with non-detachable hoods, drawstrings, or anything that can become entangled in machinery, shall not be worn on the work Site if machinery is in use on the work Site. Personal protective equipment such as hard hats and footwear shall meet the requirements of 29 CFR §1910.135 and §1910.136. Athletic-type footwear shall not be worn on the Site.
- P. Smoking is prohibited in the Metrorail system, Metrobus system, other Authority facilities, and in Authority vehicles. The Contracting Officer Representative will select a designated smoking area outside the system or facilities and Contractor will be informed of its location. Contractor personnel found smoking in un-designated areas will be subject to removal from Authority property. The Contractor's Safety Superintendent shall be responsible for ensuring compliance.
- Q. The OSHA Standard for Sanitation, 29 CFR §1910.141, shall be followed. Prior to starting work, furnish for the Contractor's staff, necessary toilet convenience secluded from public view. They should be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the area in which the work is being performed. Potable drinking water shall be provided with individual cups and sanitary conditions for the water dispenser shall be maintained. A common drinking cup and other common utensils are prohibited.
- R. For all work at heights above 6 feet, submit a detailed, site-specific Fall Protection Plan. Comply with the most stringent OSHA requirements for Walking-Working Surfaces (29 CFR Part 1910 Subpart D), Scaffolds (29 CFR Part 1926, Subpart L), and Fall Protection 29 CFR Part 1926, Subpart M.
- S. Comply with 29 CFR §1910.95, Occupational Noise Exposure for all work on Authority property, including construction. This standard requires that employees exposed to continuous noise in excess of the OSHA Action Level, participate in a Hearing Conservation Program. Instruments

used for noise measurements must be appropriate for the type of noise being measured (impact/impulse or continuous).

- T. If the Work involves removal of paints or coatings, test the paint or coatings to determine if they contain heavy metals such as lead that require special handling and disposal considerations. As a minimum, testing shall be conducted for the eight metals (arsenic, barium, cadmium, chromium, lead, mercury, silver, and selenium) required by the Resource Conservation and Recovery Act (RCRA) of 1976 and amendments. If any of these are present, the components will require special handling and disposal to prevent exposure to workers, patrons, the community, and the environment. The Contractor's personnel performing lead-based paint abatement, removal, or control, shall have all licenses and accreditation required by the jurisdiction in which the work is performed. Jurisdictions that do not have their own state lead plans fall under the auspices of the Environmental Protection Agency (EPA). The Contractor shall provide medical monitoring to meet the requirements of 29 CFR §1910.1025 and §1926.62. As a minimum, medical monitoring shall consist of biological monitoring for lead and zinc protoporphyrin and shall include a physician's medical determination. As a minimum, biological monitoring shall be conducted immediately prior to working on Authority property where the employee may be exposed to lead, and immediately upon completion of this work. The Contractor shall provide training for lead workers and supervisors as required by the jurisdictional regulations. Documentation shall be submitted to the Contracting Officer Representative prior to commencement of work. All documentation shall be authentic and verifiable. All materials shall be handled and disposed of in compliance with the jurisdictional regulations. MSDSs for replacement paints/coatings must be approved by Authority prior to use on Authority property.
- U. If the Work involves removal of insulation, flooring, cove base, mastic, ceiling tile, roofing materials, or any other material that is suspected of containing asbestos, the Contractor must have the materials sampled and analyzed to determine if they contain asbestos. If the Contractor will be handling or removing asbestos-containing materials, the Contractor shall have all licenses and accreditations required by the jurisdiction in which the work is performed. The Contractor is required to provide medical monitoring to meet the requirements of 29 CFR §1910.1001 and §1926.1101. The Contractor shall provide training for asbestos workers and supervisors as required by the jurisdictional regulations. Documentation shall be provided to the Contracting Officer Representative prior to commencement of work. All documentation shall be authentic and verifiable. All materials shall be handled and disposed of in compliance with the jurisdictional regulations. All replacement materials shall be free of asbestos.
- V. Contractor's personnel shall not be exposed to asphalt fumes in excess of the National Institute for Occupational Safety and Health (NIOSH) recommended ceiling limit of 5 milligrams of asphalt fumes per cubic meter of air (5 mg/m³), in any 15-minute period. NIOSH provides recommendations for control of asphalt fumes.
- W. Work that generates visible dust requires submission of a Dust and Debris Control Plan to prevent exposure of employees, patrons, and the community to dust including crystalline silica dust. Be prepared to submit air-monitoring data to demonstrate effectiveness of dust control measures. If dust cannot be controlled, submit Respiratory Protection Program in compliance with 29 CFR §1926.103 or 29 CFR §1910.134, and submit evidence of air monitoring, training documentation, medical clearance for respirator use, and respirator fit tests for tight-fitting respirators.
- X. Ensure that the level of exhaust emissions from equipment such as air compressors and generators, are within acceptable limits to comply with clean air regulations and that workers are not exposed to exhaust fumes or gases (carbon monoxide, sulfur dioxide, nitrogen oxides, hydrogen sulfide, aldehydes) in excess of the most stringent of occupational exposure limits.
- Y. For all work generating waste water, submit a Waste Water Discharge Plan that describes how the Contractor will treat and release wastewater generated by activities at the work Site, for all work that generates wastewater. Apply for Temporary Discharge Permit from local sewer authority, as

- required by specific site activities. Comply with Consolidated Plan prepared by Authority for Bus Divisions and Rail Yards.
- Z. For Abrasive Blasting activities, all MSDSs for abrasives shall be submitted for Approval prior to abrasive blasting activities. Only abrasives containing less than 1 percent crystalline silica shall be used for abrasive blasting.
- AA. For Hot Work activities, provide documentation on certification for personnel who perform welding on Authority property. Ventilation in accordance with OSHA regulations shall be provided for hot work such as welding, cutting, or brazing.
- BB. At the Site of the work, a First Aid Kit shall be provided and fully equipped to meet the needs of the anticipated work force. Employees expected to render First Aid or CPR shall have the proper current certifications and be trained in Bloodborne Pathogens in accordance with 29 CFR §1910.1030.
- CC. Work shall not be performed in any area in use by the public, unless specifically required by the Contract or directed in writing by the Contracting Officer Representative. Give at least 48 hours notice to the Contracting Officer Representative before beginning such work.
- DD. In cases where the movement of Contractor's motorized equipment is necessary, flag persons shall be provided to warn and direct personnel and patrons away from the area of travel. Flag persons shall be certified as trained in proper flagging techniques and Contractor employees involved in traffic control and devices shall be certified as trained in traffic management as required by the State or local jurisdiction. Certification shall be documented.
- EE. When it is necessary to maintain use of work areas involving stations, sidewalks, elevators, platforms, bus shelters, vehicular roadways, building entrances, and corridors, protect the area with guardrails, substantial barricades, temporary fences, overhead protection, and temporary partitions as deemed necessary by the Contracting Officer Representative. Under no circumstances will yellow or orange tape strung between barricades, or the like, be acceptable as a substantial barricade. Open manholes, access openings, or other breaks in the normal walking surface shall be isolated from personnel and the public using barricades.
- FF. Sidewalks, entrances, platforms, mezzanines, or any other location where personnel or the public traverses, shall always be kept clear of obstruction, tools, ladders, work debris, and excavation materials. When necessary, temporary sidewalks or pathways shall be provided for pedestrian traffic. Temporary sidewalks or pathways shall be free of tripping hazards and protected by proper guardrails and barricades. Temporary means of egress and access shall be marked for easy recognition. If work is required above sidewalks, overhead protection shall be provided. Protected walkways shall be Approved by the Authority.
- GG. Appropriate warning signs and instructional safety signs shall be conspicuously posted in all areas involving construction activities. Work involving electrical systems or equipment in or near the area to which personnel or the public have access shall be isolated using barricades and partitions. Exposed, live circuits shall not be left accessible to personnel or the public or left dangling overhead. Before completion of the Work:
1. Ensure that all wiring is insulated and properly positioned.
 2. Verify grounding, bonding, or both, of all metallic conduit, wiring or electrical equipment that is in the areas of contractual effort, and to which the public can make contact.
 3. Notify the Contracting Officer Representative immediately in those instances where verification cannot be made.
 4. Contractor's personnel working near the platform edge or in the right-of-way shall wear reflective safety vests with the tear-away feature, to identify them to passing trains, as directed

by the Authority at the right-of-way safety training required in this Section. The safety vests shall comply with the ANSI/ISEA 107 guideline entitled American National Standard for High-Visibility Safety Apparel. All of the Contractor's personnel are required to attend safety training provided by the Authority before starting work near the platform edge or in the right-of-way.

HH. Use of Cranes and Derricks:

1. General Safety Requirements. Comply with the following:
 - a. 29 CFR §1910.180 through §1910.189.
 - b. 29 CFR §1926.550 through §1926.556
 - c. U.S. Army Corps of Engineers, Safety Manual EM-385-1-1.
 2. No part of any crane or derrick boom shall swing over Authority patrons, tracks, or stations without an Authority Approved shield or procedure.
 3. Placement of crane or derrick shall be coordinated with the Contracting Officer Representative.
 4. A supervisory or a red tag power outage is required. Exceptions may be granted on an individual basis after a review and approval by the Authority.
 5. Hardhat requirements are enforced.
 6. "Swing Stop" requirements may be instituted based on the hazards involved.
 7. Use of cranes and derricks over common corridor railroads and highways is under the rules of the affected common corridor railroad or highway owner.
 8. All cranes used for erecting components of precast concrete on the Project shall be equipped with Load Moment Indicating (LMI) devices or Rated Capacity Indicators (RCI), an anti-two-block device. All crane operators shall be certified to operate the type of crane used by the National Commission for the Certification of Crane Operators (CCO) and their CCO certificates shall be submitted to the Contracting Officer Representative. To increase the factor of safety when picking structural elements of the building, all cranes shall have load capacity charts reduced (de-rated) by a factor of 30 percent. Submit a lift plan showing all pertinent information demonstrating that the total load does not exceed 70 percent of the maximum before crane delivery to the Project Site.
- II. All jobsite visits for visitors and tours shall be coordinated through Contracting Officer Representative in accordance with the WMATA Construction Safety and Environmental Manual, and Contractor insurance requirements.

1.6 ENVIRONMENTAL SAFETY REQUIREMENTS

- A. Comply with the most stringent of federal, state, or local environmental regulations for air, water, land, and waste in order to maintain the safety and health of employees, Authority patrons, and the community.
- B. If task requires specialized licenses or certifications, for example "lead or asbestos abatement contractor's license or certified tank installer/remover", show evidence of such registration prior to commencement of work. If the Work requires specialized training, for example lead or asbestos training, show evidence that employees have received such training prior to commencement of work.

- C. If the Work requires transportation of hazardous materials or hazardous substances, provide evidence of Department of Transportation General Awareness Driver's Training in compliance with 49 CFR §172 and Commercial Driver's License in compliance with 49 CFR §390-397, prior to commencement of work.
- D. All hazardous materials and hazardous substances shall be stored in "Performance Oriented Packaging" in compliance with 49 CFR §178, Subpart L.
- E. If the Work requires disposal of hazardous wastes, disposal shall be to a Treatment/Storage/Disposal facility with a Part B Permit and the waste hauler shall have a state or local license and U.S. EPA identification number. Apply and pay for temporary EPA Generator ID number required to dispose of hazardous waste. Submit evidence of all applicable licenses and permits along with the name and address of the waste disposal facility where hazardous waste materials are to be disposed, prior to commencement of work.
- F. If the Work involves response to spills of hazardous materials, hazardous substances or hazardous wastes, all personnel shall have appropriate training that complies with 29 CFR §1910.120.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01116
IDENTIFICATION AND SECURITY

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes identification and security requirements for work on Authority Property.

1.2 DEFINITIONS

- A. Authority Property: Includes the Authority's Rail and Bus Operating System and Authority administrative facilities, whether under construction or being rehabilitated.

1.3 SUBMITTALS

- A. Forms necessary to initiate background check process, including color copy of the front and back of Contractor personnel's Driver License or other accepted form of identification.

1.4 PRE-EMPLOYMENT CRIMINAL BACKGROUND CHECK

- A. Criminal background checks of all Contractor employees working at a WMATA facility on this Contract will be required pursuant to Metro Policy/Instruction 7.40/0, Background Screenings and Metro Policy/Instruction 6.10/5, Metro Employee Identification Cards, Section 5.04. Eligibility for access to WMATA property will be based on WMATA's pre-employment Criminal Background Check criteria. WMATA will provide the Contractor employees with background check consent forms that the Contractor's employees must complete and sign. The forms will require the Contractor employees to appear in person, provide their full legal names, including middle initials if applicable, as well as their Social Security numbers, in addition to other information that will be necessary to conduct the background checks. The operating hours are Monday through Friday from 0700 to 1530 except holidays. Upon receipt of the completed, signed forms, WMATA will conduct background checks including criminal court searches and Social Security Number verifications of the Contractor employees. If there is derogatory information that would disqualify a Contractor employee from receiving a badge to access WMATA property, the Contractor and its employee will be notified that the background check failed. The completed forms are secured in a locked file cabinet and are destroyed 1 year after the expiration date on the Contractor employee's badge. These background checks are expected to take 1 business day for processing. The Contractor employee must allow sufficient time for completion. The background check is free of charge.

- B. Background checks are conducted to promote a safe work environment and to protect our company's most important assets: the people we serve and the people with whom we serve. This enables WMATA management to make prudent decisions and maintain a high quality workforce. Contractor employees who successfully complete the background checks are eligible to enter WMATA property once they are issued a Contractor badge. Contractor employees who do not authorize background checks or whose background checks are unsatisfactory will not be granted Contractor badges or access to WMATA property. The records generated by these background checks that contain private information will not be disclosed unless disclosure is required under the PARP/Privacy Policies.

1.5 IDENTIFICATION AND SECURITY CHECKS

- A. All employees of the Contractor and its Subcontractors working on WMATA projects shall prominently display an identification badge issued by the Authority.
- B. Contractor Photo ID Badges: Individuals requiring the Contractor photo ID badges are subject to the following identification and security checks

1. Provide valid and current photo identification, such as a State-issued Driver's License, State-issued Identification Card, U.S. Passport, or identification from the Immigration and Naturalization Service, such as a Permit to Work or a Permanent Residence Card (Green Card).
2. The individual's identification may be matched against the FBI Watch List and security clearance.
3. The photo identification will be matched against the Contractor's list of employees authorized to work on a particular job.

1.6 ADMINISTRATION

A. Contractor Photo ID Badge:

1. A Contractor Photo ID badge will be required if the individual will be present on Authority Property. Issuance of the Contractor Photo ID badge will require the individual to schedule and report to the Authority's Jackson Graham Building at 600 Fifth Street, NW, Washington DC for processing.
2. Contractor Photo ID badge takes approximately 14 Days to obtain unless personnel have lived outside of the United States within the last year, in which case the background checking process will require additional time to complete.
3. It will be the Contractor's responsibility to immediately notify the Contracting Officer Representative if a worker loses his or her Contractor Photo ID badge. A fee of \$5 for the first instance and \$50 for the second instance will be charged for each lost badge.
4. All Contractor Photo ID badges shall be returned to the Contracting Officer Representative when they are no longer needed.
5. Contractor Photo ID badges shall be renewed on an annual basis.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01117 CONSTRUCTION TASKS DETAILS

PART 1 – GENERAL

BACKGROUND

The Contractor will perform a portion of the work adjacent to existing faregate arrays. The faregate array contains electrical and communication under-floor ducts which run parallel to each other beneath the faregates and under the tile floor. These under-floor ducts end under the raised floor inside the station Kiosk. The under-floor ducts are not contiguous under the Kiosk and shall be treated independently of each other.

The configuration of under-floor ducts varies throughout the Metrorail system. A typical configuration for the faregate array is shown in Figure 1 Typical Mezzanine Layout where: _

1. A1, A2 indicate the Faregate array communication under-floor ducts
2. B1, B2 indicate the Faregate array electrical under-floor ducts
3. C indicate the Electrical under-floor duct and/or conduit from Kiosk to electrical room

A typical faregate array has two communication under-floor ducts and two electrical under-floor ducts. In most configurations the communication under-floor duct is on the customer entrance side of the faregate array and the electrical duct is on the other side of the faregate array.

Solicitation attachments include the Pre-Inspection Report (PIR) and the Mezzanine Inspection Report (MIR). The PIR provides information on the location of electrical rooms, electrical panels, existing conduits and under-floor hand holes where duct segments connect. The MIR provides information on under-floor duct condition, availability of pull-string within the duct, and proposed pathways for new under-floor duct and conduits.

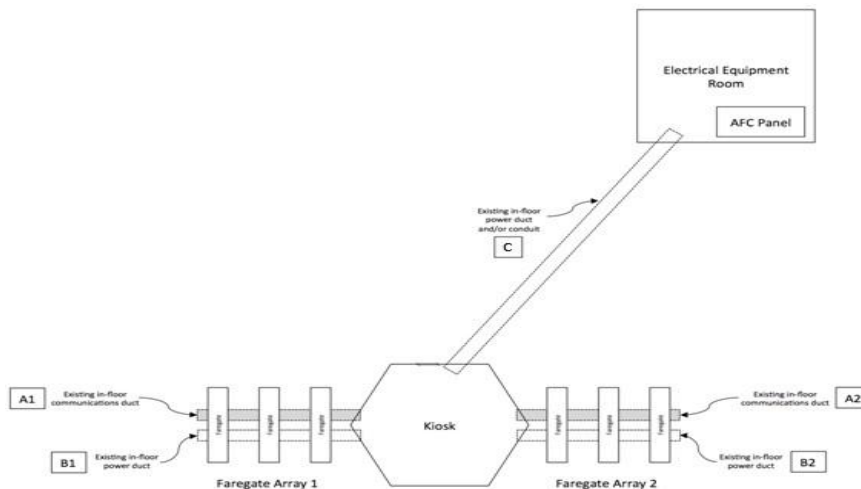


Figure 1 - Typical Mezzanine Layout

The work is divided into nine tasks as follows:

1. Task 1a - Installation of Under-Floor Duct (Electrical)
2. Task 1b - Installation of Exposed Conduit (Electrical)
3. Task 1c - Installation of Faregate Array Under-Floor Duct (Data)
4. Task 1d - Duct Repair
5. Task 1e - Installation of Faregate Array Under-Floor Duct (Power)
6. Task 2a - CAT6 Installation and Termination
7. Task 2b - Existing CAT6 Termination Only
8. Task 3 - Installation and Termination of Electrical Circuit Cable
9. Task 4a - Installation of Fire Alarm Cable at Faregate Arrays
10. Task 4b - Installation of Fire Alarm Cable to Mini-Mezzanine Faregate Array

As specified in the Summary of Work, one or more of the following tasks will be performed at each station mezzanine. A more detailed description of each of the nine tasks is stated below.

Conduit and duct are considered raceway as defined in NEC 100-I, General.

Task 1: Installation of New Raceways - Under-Floor Duct and Conduit

The Contractor shall furnish and install the new under-floor duct and exposed galvanized rigid steel conduit to provide a pathway for new circuits or data cables. The MIR includes schematics of mezzanines with pathways and distances between relevant markers within the station. The Contractor shall provide shop schematics of the pathway to be implemented prior to construction.

Prior to any trenching or drilling activity the Contractor shall:

1. Perform a Ground Penetrating Radar (GPR) scan or other comparable scan to detect rebar and/or metal in the floor and walls before cutting or core drilling. If any obstruction is found it shall be reported in writing to WMATA within 24 hours.
2. Submit the method and proposed equipment for drilling and trenching including the cutting process for the floor and temporary floor trench covering as part of the Site Specific Work Plan (SSWP) for WMATA approval. Floor trenching at the mezzanine level, where the mezzanine is one or two levels above the train platform, a 4" +/- floor tile setting bed exists embedded with a wire mesh. The setting bed is directly atop the mezzanine's reinforced structural slab. The structural slab shall not be penetrated. Refer to Standard Specification Section 02220, DEMOLITION. Where work requires construction of scaffolding, ladders, or other equipment to safely reach junction boxes or raceways, the Contractor shall provide site-specific means and methods to WMATA for approval.

Task 1a: Installation of Under-Floor Duct (Electrical)

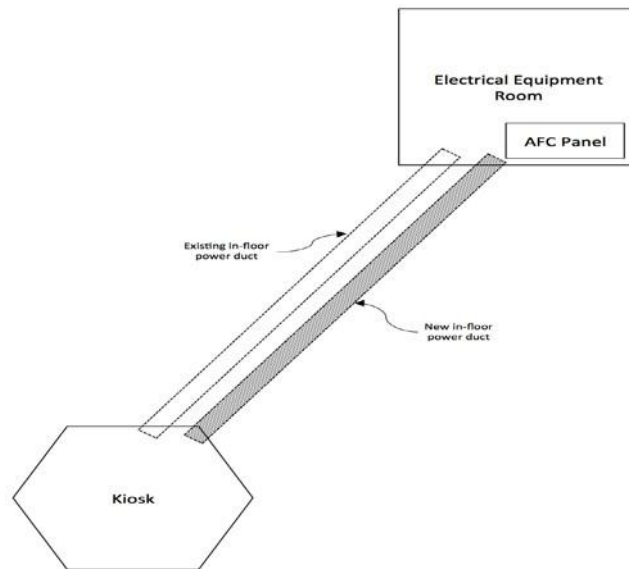


Figure 1a - Typical New Duct Installation, Kiosk to Electrical Equipment Room (Example Schematic)

The Contractor shall:

1. Saw-cut/score and trench the floor to fit a 6.5" x 1.5" under-floor duct.
2. Install a new under-floor duct. The new under-floor duct shall meet the specifications as stated in Section 01110-2.01.
3. Install a new handhole prior to the each transition from under-floor duct to exposed conduit and at 45° or greater duct bends.
4. Ensure all handhole cover plates are WMATA-approved and are installed flush with the adjacent tile to prevent any tripping hazard.
5. Fill trench with concrete so that the concrete is flush to top of duct.
6. Replace tiles following the WMATA Standard Specification 09320 TILE for tile installation (floor tiles will be supplied by WMATA).
7. Temporary surface covers must fully cover the trench and provide a flush-to-finished floor edge section. Duct tape may be used to seal the edge and provide the flush condition.

Task 1b: Installation of Exposed Conduit (Electrical)

The Contractor shall:

1. Furnish and install new 1-inch Galvanized Rigid Steel (GRS) conduit from the Kiosk to the electrical equipment room as follows:
 - a. 1-inch conduit shall be used even if the MIR indicates a different conduit size.
 - b. Where newly-installed conduit is installed is a different size than the existing conduit, conduit couplers or reducers shall be used to transition between the conduits.
2. Where the raceway route is a combination of under-floor duct and conduit, install a junction box to transition from under-floor duct to exposed conduit.
3. When making penetrations into the existing system to support conduit or related hardware or core-drilling for conduit path the area must be scanned to verify that there are no obstructions and to assess depth of existing concrete.
4. In non-public areas, conduit shall be mounted at least 8 feet from the floor or at the highest accessible point possible.
5. Install fire-stopping material at all wall- and floor-penetrations following the WMATA Standard Specification 07841 FIRESTOPPING.
6. Label conduit as indicated in WMATA standard specifications

- a. Labeling shall be included in the site-specific Installation Plan submittal (see Section 01110-1.01.B.6)
- 7. For installations where the conduit enters the Kiosk or is supported on the Kiosk, reference the Kiosk Drawings in the Attachment section.

Task 1c: Installation of Faregate Array Under-Floor Duct (Data)

The Contractor shall furnish and install new under-floor duct approximately 12 inches from the edge of the faregate end-face, running parallel to the array from Kiosk and beyond the last faregate cabinet. As a reference the faregate array is divided into two sections that WMATA refers to with respect to the location of the faregates and the Kiosk. New communication duct shall be located on the un-paid side as patrons enter the system (refer to Figure 1c).

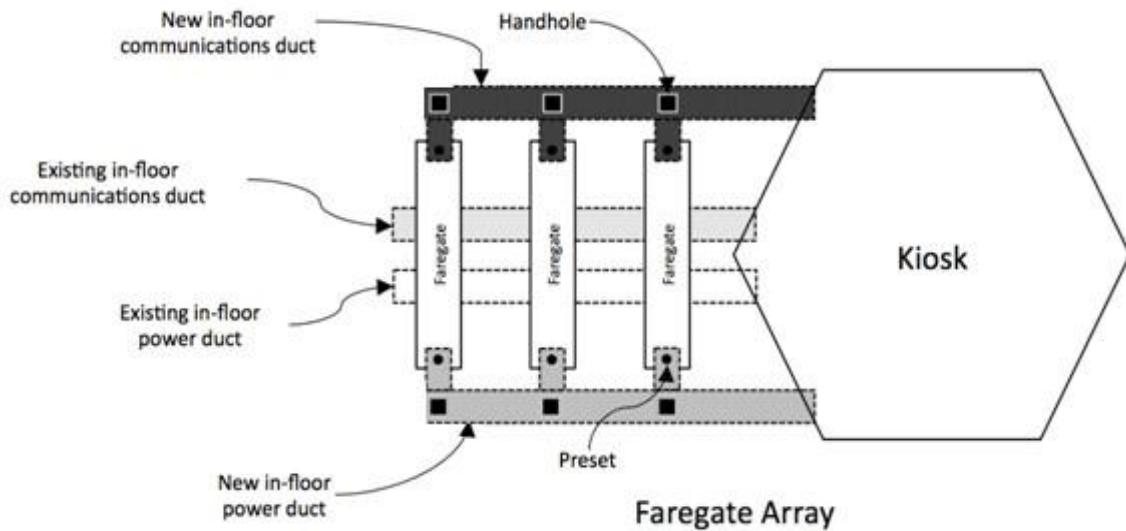


Figure 1c - Typical New Duct Installation - Faregate Arrays (Example Schematic)

The Contractor shall:
4 – Section 01117

1. Saw-cut/score floor and trench to fit a 6.5" x 1.5" main under-floor duct at 12 inches from the front face (un-paid side) of the faregate.
2. Saw-cut/score floor to form a "T"-shape and trench from main trench to under the faregate as shown in Figure 1c.
3. Install and connect main duct segment and duct handholes at each duct "T" point. Use duct adapters to extend the raceway from the handhole to a location under the faregate cabinet and use conduit from duct adapter extended into the faregate cabinet. The conduit shall elbow up and into the faregate cabinet above the finished floor.
4. Apply sealant per manufacturer recommendations to prevent water penetrating the duct at each duct joint.
5. Fill trench with concrete so that the concrete is flush to top of duct.
6. Ensure all handhole cover plates are installed flush with the adjacent tile to prevent any tripping hazard.
8. Temporary surface covers must fully cover the trench and provide a flush-to-finished floor edge section. Duct tape may be used to seal the edge and provide the flush condition
9. Install pull-string from the existing Kiosk IT bay/cabinet to each faregate cabinet in the installed duct.
10. Install a pull-string between each adjacent faregate cabinet in the installed duct.
11. Follow the WMATA Standard Specification 09320 TILE for tile installation (floor tiles will be supplied by WMATA).

Task 1d: Duct Repair (Empty ducts only)

The Contractor shall:

1. Verify the location of the underfloor duct blockage identified in the MIR; and using fish tape inserted from both ends of the duct, identify the blockage point(s).
2. Remove paver tiles as whole pieces and concrete above blocked duct area .
3. Open top of existing duct
 - a. Secure a guided-hole saw apparatus to perform the metal duct cut. Guide shall be set/anchored to the top of duct and/or floor.
 - b. Guided saw shall have an adjustable not-to-exceed cut depth set at the thickness of the existing under-floor duct.
 - c. Saw-cut point shall be continuously lubricated.
 - d. No free-hand saw cutting is allowed.
 - e. Saw blade diameter shall be smaller than the width of the duct and saw cuts shall not extend into the side-wall of the duct.
4. Remove the cut piece of top duct.
5. File the existing duct edges until smooth.
 - a. Remove metal debris within the duct.
6. Clear and remove the blockage or obstruction.
7. Place a galvanized 12-gauge steel sheet metal plate over the cut portion of duct to.
 - a. Sheet metal plate shall match the width of duct and have a 2-inch minimum overlap on both sides of duct opening.
8. Cover metal plate and duct seem with Bituthene waterproof membrane construction wrap.
 - a. Bituthene 3000 from W.R. Grace or approved equal.
 - b. Metal plate shall be completely covered with membrane wrap.
9. Backfill area with concrete in the trench.
10. Follow the WMATA Standard Specification 09320 TILE for tile installation (floor tiles will be supplied by WMATA).

Task 1e: Installation of Faregate Array Under-Floor Duct (Electrical)

Follow steps 1 through 8 and 11 in section 1c above for installation of U/F duct for power cables. (Power circuit cables will not be installed.) Steps 9 and 10:

9. Install pull-string from under the Kiosk floor near the newly installed junction box to each faregate cabinet in the installed duct. Loop pull-string around JB.
10. Install a pull-string between each adjacent faregate cabinet in the installed duct.

Task 2a: CAT6 Installation and Termination

The Contractor shall:

1. Furnish and install a CAT6 cable and pull-string from the Kiosk to each faregate cabinet in underfloor duct.
2. Existing pull-string from faregate cabinet to Kiosk shall be used to pull new CAT6 and new pull-string.
3. Install a 4-inch long section of 3-inch GRS conduit as a sleeve through the Kiosk raised floor to allow routing of CAT6 cables from under-floor to a location in the rear corner of the rack cabinet (refer to Kiosk layout in attachments). Debur both ends of the conduit to eliminate any sharp edges and install conduit bushing.
4. Route cable from below the raised floor to a WMATA-designated bay/cabinet location housing with an existing patch-panel rack.
5. Leave 15 feet of additional cable length under the Kiosk raised floor and an additional length of 6 feet within the faregate cabinet (all cables shall be coiled and secured with a Velcro strap).
6. Terminate CAT6 cables to the patch panel in the Kiosk and to the surface-mount Ethernet jack inside the faregate cabinet on the other end.
7. Terminate the Kiosk-end of the CAT6 cable to an existing 48-port patch panel in the rack using Ortronics part #OR-PHD66U48 or equivalent as approved by WMATA. Refer to the Patch Panel Port assignment and insert layout in the attachments.
8. Terminate the Faregate-end of the cable to an existing front-loading CAT6 single-jack module (Ortronics part #OR-S21600 or equivalent as approved by WMATA) to be installed into a surface-mount outlet box (Ortronics part #OR-404S21U or equivalent as approved by WMATA). The jack and outlet box shall be stored securely and neatly inside the faregate cabinet with the adhesive tape backing untouched. The Contractor shall furnish and install parts #OR-S21600 and #OR-404S21U.
9. Tag the cable ends with a Cable ID according to WMATA AFC and IT/NCS labeling standard using all capital, black letters on white ID heat-shrink tubing or sleeve. WMATA shall provide the contractor with a cable tag ID sheet for each kiosk.
10. Ensure that all CAT6 cable terminations conform to a 568B pinout and the port configuration per the Ethernet Switch port termination table to be provided by WMATA.
11. Perform the CAT6 cable test as defined in the WMATA Department of Information Technology, Network and Communications Services Infrastructure Design and Wiring Standards. Use CAT6/RJ-45 LAN cable tester/analyzer at both cable ends to verify circuit integrity for each of the four circuits in the CAT6 cable. Equipment shall be certified calibrated within 12 months. WMATA IT/NCS department must be present to observe initial cable testing. If test fails re-check terminations; pull new CAT6 cable if test still fails.

Task 2b: Existing CAT6 Termination Only

The Contractor shall:

1. Terminate and test the existing CAT6 cables that are installed between the fare vending machines, exit vending machines, and faregates that are currently coiled under the floor of the Kiosk.
2. Install a 4-inch long section of 3-inch GRS conduit as a sleeve through the Kiosk raised floor to allow routing of existing CAT6 cables from under-floor to a location in the rear corner of the rack cabinet (refer to Kiosk layout in attachments). Debur both ends of the conduit to eliminate any sharp edges and install conduit bushing.

3. Route cable from below the raised floor to a WMATA-designated bay/cabinet location housing with an existing patch-panel rack.
4. Leave 15 feet of additional cable length under the Kiosk raised floor and an additional length of 6 feet within the faregate cabinet (all cables shall be coiled and secured with a Velcro strap).
5. Terminate CAT6 cables to the patch panel in the Kiosk and to the surface-mount Ethernet jack inside the faregate cabinet on the other end.
6. Terminate the Kiosk-end of the CAT6 cable to an existing 48-port patch panel in the rack using Ortronics part #OR-PHD66U48 or equivalent as approved by WMATA. Refer to the Patch Panel Port assignment and insert layout in the attachments.
7. Terminate the Faregate-end of the cable to an existing front-loading CAT6 single-jack module (Ortronics part #OR-S21600 or equivalent as approved by WMATA) to be installed into a surface-mount outlet box (Ortronics part #OR-404S21U or equivalent as approved by WMATA). The jack and outlet box shall be stored securely and neatly inside the faregate cabinet with the adhesive tape backing untouched. The Contractor shall furnish and install parts #OR-S21600 and #OR-404S21U.
8. Tag the cable ends with a Cable ID according to WMATA AFC and IT/NCS labeling standard using all capital, black letters on white ID heat-shrink tubing or sleeve. WMATA shall provide the contractor with a cable tag ID sheet for each kiosk.
9. Ensure that all CAT6 cable terminations conform to a 568B pinout and the port configuration per the Ethernet Switch port termination table to be provided by WMATA.
10. Perform the CAT6 cable test as defined in the WMATA Department of Information Technology, Network and Communications Services Infrastructure Design and Wiring Standards. Use CAT6/RJ-45 LAN cable tester/analyzer at both cable ends to verify circuit integrity for each of the four circuits in the CAT6 cable. Equipment shall be certified calibrated within 12 months. WMATA IT/NCS department must be present to observe initial cable testing.

Task 3: Installation and Termination of Electrical Circuit Cable

The Contractor shall install two 120V, 20A dedicated circuits with ground wire from the electrical panel board to two receptacles located in the Kiosk at each mezzanine and wiring for a third circuit. All the cables shall be low-smoke zero-halogen rated cable. All electrical installation shall conform to the WMATA Standard Specifications. See the PIR and MIR in the Attachment section for site specific details. The Contractor shall:

1. Install cables for two circuit plus two spare cables from the electrical panel board to a NEMA 3R junction box (JB) distribution point located under the Kiosk raised floor. The JB size shall be 6"x6"x4" (HxWxD). Refer to the PIR and MIR concerning the existing pull-string
2. Install two 1-inch LFMC from the underfloor duct end-opening as it enters under the Kiosk (12 inches of LFMC inside the duct). Place junction box under the raised/removable floor centered in the Kiosk.
3. Terminate opposite end of each LFMC into a junction box knockout.
4. Use waterproof conduit connector for all LFMC terminations.
5. From the underfloor JB to the Kiosk bay/cabinet area:
 - a. Install 1-inch LFMC from the JB knockout up and into the Kiosk IT Bay Cabinet.
 - b. Install a second 1-inch LFMC from JB knockout up and into the Kiosk AFC/SOC Bay Cabinet.
 - c. For both pieces of LFMC route the LFMC through the nearest raised floor opening to reach each Bay Cabinet.
 - d. Terminate the load ends of each LFMC to a quad receptacle outlet within each Bay Cabinet
 - e. Install cables for one branch circuit each to both quad outlets. Terminate the hot, neutral, and ground cables at the outlet, and seal the receptacle outlet **after** successful completion of insulation resistance test on each cable.
 - f. The two spare cables shall have 20 feet coiled and end-capped inside the JB.
 - g. The quad receptacle outlets shall not be secured inside the Kiosk.
6. Perform an insulation resistance test of all new cables after installation, but before wire terminations, as defined in WMATA specification section 16120. Test equipment shall be calibrated and certified within 12 months of the test adhered to the instrument. The tests shall be conducted in the presence of a WMATA Engineer or inspector and test results submitted to WMATA. If a test on any cable fails, reinstall the cable.
 - a. Record each insulation test reading in Mega-ohms

7. Terminate the wires at the electrical panel board per electrical design as shown on the PIR or MIR. If deviations from the MIR to the actual field condition are discovered, the Contractor shall notify WMATA within 24 hours.
8. Cable length from panelboard to receptacle shall be continuous cable piece; no cut cable or splices.
9. Perform the following voltage readings at the quad receptacle:
 - a. Hot to ground
 - b. Hot to neutral
 - c. Hot to receptacle casing
 - d. Record each test reading in a-c volts
 - e. If the voltage readings are not the same, investigate as to why they are not
10. Coordinate with WMATA for secured area and panel board access.
11. Label each cable at both ends per WMATA Standard Specifications in Division 16. Update electrical panel schedule with new circuits in the as-built submittal.
12. Install new pull-string with every cable pull. All pull string shall be rated per the approved product data cut sheet.

Tasks 4a and 4b: Installation of Fire Alarm Cable at (a) Faregate Arrays and (b) Mini-Mezzanine Faregate Array

Task 4a applies to the faregate array(s) adjacent to the station Kiosk, and Task 4b applies to the faregate arrays at the platform level (mini mezzanine). The Contractor shall:

1. Install a control cable and pull-string from the existing Kiosk AFC SOC cabinet to the farthest faregate cabinet in each faregate array at mezzanine (**Task 4a**) and to the farthest faregate cabinet in the mini-mezzanine faregate array (**Task 4b**).
2. Coil the cable underneath the Kiosk floor with a Velcro strap. Both ends of the cable shall be labeled according to labeling convention provided by WMATA.
3. Cable lengths are identified in pricing sheets. Note that the coiled cable additional length is greater than what is typically installed, as the cable will be used in a multi-point/drop configuration.
4. Use cabling that meets the following requirements:
 - a. Control cable shall be compliant with NEC 760
 - b. Cable size 18AWG
 - c. Conductor type stranded
 - d. Low-Smoke Zero-Halogen (LSZH)
 - e. 600V Class 2 conductor
5. Submit control cable product and data sheets to WMATA for approval.

END OF SECTION

SECTION 01141
ACCESS TO SITE

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies requirements for gaining access to Site and describes work hours the Contractor will be allowed in WMATA Trackway and Operating Facilities.

1.2 DEFINITIONS:

- A. Non-Revenue Hours of Work – When the Authority is not operating revenue service trains and the track/work area is made available to the Contractor.
- B. Revenue Service Adjustment (RSA) Hours of Work – These are the service conditions:
 - 1. Single tracking when a single track is made available to the Contractor to work while the Authority operates trains in both directions on the opposite track.
 - 2. Shutdowns when both tracks of a section of line are made available to the Contractor to work.
 - 3. Actual work tasks shall begin at station closing time or at the discretion of WMATA. Work staging, site/safety meetings and other preparation may be done before close as directed by WMATA.

1.3 IDENTIFICATION CARDS

- A. All Contractor personnel needing access to trackway or WMATA operating facilities must have WMATA Safety Certification badges. Additionally, Contractor shall provide its personnel, visiting or working at the Site, with Contractor Photo ID Badges. Both badges shall be displayed in a prominent manner on each person while engaged in the Work. Access to the Site will be granted only to properly accredited representatives of the Contractor and its Subcontractors when they have completed the required WMATA safety certification and training and received Photo ID Badges.

1.4 HOURS OF WORK

- A. Work such hours per shift, with or without overtime, as many shifts per day and as many days per week as necessary to complete the various parts of the Work and the entire Work within the dates specified and within the restrictions listed below.
- B. Work within WMATA trackway, on station platforms, station mezzanines and/or intermediate station levels, and within WMATA operating facilities affecting revenue service shall be carried out during non-revenue hours and/or Revenue Service Adjustment (RSA) hours and under the oversight of WMATA escorts.
- C. Coordinate and schedule all work with the Contracting Officer Representative to ensure that the Contractor's activities do not interfere with the operation of or access to the Authority's facilities.
- D. Typical working hours for this task will be from 2200 to 0500. Monday work period will officially begin the previous day, Sunday, at 2200 hour. Task(s) that impact revenue service shall not begin until the station is closed.
- E. WMATA periodically extends service hours to accommodate customers during sporting or other large scheduled events. WMATA will notify Contractors of reductions in available working hours

as a result of these events. The Contractor will have the option of canceling work during these events at no cost to WMATA.

- F. Project Schedule, as required in Section 01322, CONTRACT PROGRESS REPORTING, shall include a detailed construction-phasing plan based on the Hours of Work commitments by the Authority. If the phasing plan requires RSA hours, these shall be identified by the Contractor in the Project Schedule by calendar quarter within which they will occur.
- G. Site safety meeting shall be conducted at the beginning of each work shift
- H. Emergencies, excluding Acts of God, arise during the course of Metrorail operations that could cause the cancellation of a scheduled work. Emergency notification procedures should be incorporated into project plans for the cancelation of scheduled work as a result of weather or other emergency condition.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01180
PROJECT UTILITY INTERFACE

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies the Contractor's responsibilities regarding interface with Utility companies and agencies. The Contract scope of work does not include

1.2 SUBMITTALS

- A. NA

1.3 UTILITIES AND AGENCIES

- A. NA

PART 2 – PRODUCTS

2.1 APPROVED PRODUCTS

- A. NA.

PART 3 – EXECUTION

3.1 DESIGN, CONSTRUCTION, AND MAINTENANCE OF UTILITY FACILITIES

- A. NA

END OF SECTION

SECTION 01250
CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies procedures for making Contract Modifications.

1.2 GENERAL

- A. Out-of-Scope Items. Specific approval must be received from the Contracting Officer Representative prior to doing work, which may be considered to be outside the Scope of Work and for which additional reimbursement may be requested in accordance with the General Conditions.
- B. Requests for additional work may be initiated by the Authority. Claims for an increase in Contract Price shall be thoroughly documented as specified in the General Conditions and directed to the Contracting Officer Representative who, upon Approval, will issue a Modification stating the amount of the increase in fee.
- C. Should the Contractor be excused from the provision of certain services identified in this Scope of Work, the Contractor will be requested to give a credit to the Authority. The offer for the credit shall be documented and directed to the Contracting Officer Representative who, upon Approval at the appropriate level, will issue a modification.

1.3 TIME AND MATERIALS WORK FOR THE CONSTRUCTION EFFORT

- A. In the event equitable adjustment cannot be agreed to in a timely manner, the Authority reserves the right to order work on a time and materials basis as specified in the General Conditions. When work is ordered under this Section, notwithstanding the provisions of other Sections, compensation for the work shall be determined as hereinafter provided and shall constitute the total compensation to be paid for the changes to the Work. The methods, labor, materials, and equipment used in the performance of such work shall be subject to the Approval of the Authority.
- B. Work performed by or for the Contractor: labor, materials, services, and equipment shall be furnished by the Contractor or by a Subcontractor or by others on behalf of the Contractor. The Contractor will be paid therefore as hereinafter provided, except where agreement has been reached to pay in accordance with Article 1.03C. below.
 - 1. Labor: The cost of labor used in performing the work, whether the employer is the Contractor, Subcontractor, or other forces, will be the sum of the following:
 - a. The gross actual wages paid including income tax withholding but not including any employer payments to or on behalf of workmen for health and welfare, pension, vacation, insurance, and similar purposes.
 - b. To the actual gross wages, as defined in Article 1.03B.1.a above, will be applied a percentage based upon current applicable labor rates concerning payments made to or on behalf of workmen other than actual wages, which percentage shall constitute full compensation for all payments other than actual gross wages as defined in Article 1.03B.1.a above and subsistence and travel allowance as specified in Article 1.03B.1.c below. The Contractor shall compute a separate percentage for each craft or a composite percentage for all crafts, if so approved by the Authority. All computed percentages shall be submitted to the Contracting Officer Representative for Approval within 30 Days after start of construction work

- or as directed by the Contracting Officer Representative prior to time and materials work being performed.
- c. Subsistence and travel allowance paid to such workmen if required by collective bargaining agreements. The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.
2. Materials: The cost of materials required for the accomplishment of the Work will be delivered cost to the purchaser, whether Contractor, Subcontractor, or other forces, from the Supplier thereof, except as the following are applicable:
 - a. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the Authority notwithstanding the fact that such discount may not have been taken.
 - b. If materials are procured by the purchaser by any method, which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials, including handling, shall be deemed to be the price to the actual Supplier as determined by the Contracting Officer Representative.
 - c. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment there for will not exceed the price paid by the purchaser for similar materials furnished from said source on Contract items or the current wholesale price for such materials delivered to the job Site, whichever price is lower.
 - d. The cost of such materials shall not exceed the lowest current wholesale price at which such materials are available in the quantities concerned, delivered to the job Site, less any discount as provided in Article 1.03B.2.a above.
 - e. If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with Article 1.03B.2.d above.
 - f. The Contractor shall not be compensated for indirect costs and profit on Authority-furnished materials.
 3. Equipment: The Contractor will be paid for the use of equipment in accordance with the Contract. The Contractor shall furnish all data, which might assist the Authority in the establishment of such rates.
 - a. Operators of equipment will be paid under Article 1.03B.1 above.
 - b. Small tools (defined as equipment less than \$2,000 in acquisition costs) are computed at a maximum of 5 percent of direct base labor wages.
 4. Subcontracts: The cost for Subcontract work at any tier will be the actual cost to the Contractor/Subcontractor for work performed by a Subcontractor as computed in accordance with Articles 1.03B.1 through 1.03B.3 above. For the purposes of this Article, Subcontractor is defined as an individual, partnership, corporation, association, joint venture, or any combination thereof, who contracts with the Contractor to perform work or labor or render service on or about the work. The term Subcontractor shall not include those who supply materials only. When work paid for on a time and materials basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made

- by the Authority for such work, and no additional payment therefore will be made by the Authority by reason of performance of the Work by a Subcontractor or by others.
5. To the totals, completed as indicated in Articles 1.03B.1 through 1.03B.4, shall be added field office overhead as follows:
 - a. If the costs determined above do not exceed \$100,000 and the adjustment in time for Contract performance is 10 Days or less, the markup shall be computed in accordance with Article 1.04 below.
 - b. In all other cases, the most recent audited daily field office overhead rate will be used.
 6. Home Office General and Administrative (G&A) costs will be determined using the most recent audited rate at the time the work was accomplished. A fixed rate of 3 percent will be used in the absence of an audited rate.
 7. Profit will be negotiated as provided in Article 1.07 below.
 8. A percentage for Contractor's bond, not to exceed 1 percent, may be added.
- C. Special items of work: If the Contracting Officer Representative and the Contractor, by agreement, determine that either: an item of time and materials work does not represent a significant portion of the total Contract Price, or such item of work cannot be performed by the forces of the Contractor or the forces of any of its Subcontractors, or it is not in accordance with the established practice of the industry involved to keep the records, which the procedure outlined in Article 1.03B above would require, charges for such special time and materials work item may be made on the basis of invoices for such work without complete itemization of labor, materials, and equipment rental costs. To such invoiced price, less a credit to the Authority for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added a negotiated amount not to exceed 5 percent of the discounted price, in lieu of the negotiated lump sum not to exceed the percentages provided for in Article 1.03B above.
- D. Records: The Contractor shall maintain its separate records in such a manner as to provide a clear distinction between the direct costs of work paid for on a time and materials basis and the cost of other operations.
1. The Contractor shall prepare, and furnish to the Contracting Officer Representative one electronic copy of report sheets of each day's work paid for on a time and materials basis the day after such work was performed. The daily report sheet shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces, except for charges described in Article 1.03C above. The daily report sheet shall provide names or identifications and classifications of workmen, the hours worked, and the size, type, and identification number of equipment, and hours operated.
 2. Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Should said vendor's invoices not be submitted within 60 Days after the date of delivery of the material or 15 Days after acceptance of the Work, whichever comes first, the Authority reserves the right to establish the cost of such materials at the lowest current wholesale prices at which such materials are available in the quantities concerned delivered to the location of the Work less any discounts provided in Article 1.03B.2.a above.
 3. Said daily report sheets shall be signed by the Contractor or its authorized agent.

4. The Contracting Officer Representative will compare the Authority's records with the Contractor's daily report sheets, make any necessary adjustment, and compile the costs of work paid for on a time and materials basis on daily time and materials work report forms furnished by the Authority. When these daily reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit. The use of any specific Authority form, such as the Daily Report – Labor, Materials, & Equipment Form C-113, to segregate change order costs does not, in and of itself, invoke the provisions of this Article 1.03 or other provision of this Contract.

E. Payment: Payment as provided in Articles 1.03B and 1.03C above shall constitute full compensation to the Contractor for performance of work paid for on a time and materials basis and no additional compensation will be allowed therefore.

1.4 EQUITABLE ADJUSTMENT FOR MINOR CONTRACT MODIFICATIONS FOR THE CONSTRUCTION EFFORT

A. When the Authority and Contractor agree to an additive or deductive amount for a Modification to this Contract made pursuant to this Contract when the fair and reasonable price in aggregate amount does not exceed \$100,000, and further agree to an adjustment in the time for Period of Performance resulting from said Modification, which increases or decreases the completion date 10 or less Days, the equitable adjustment in Contract amount shall consist of the sum of the following:

1. Direct labor, material, and equipment costs as agreed to by the Authority and Contractor (small tools, defined as equipment less than \$2,000 in acquisition costs, are included in equipment costs and computed at a maximum of 5 percent of direct base labor wages.)
2. Job Office Overhead costs, the sum of which shall be limited to a maximum of 10 percent of direct labor costs, including fringe benefits, but excluding FICA, FUTA, and State Unemployment Insurance (SUI); a maximum of 10 percent of direct material costs; a maximum of 5 percent of direct equipment costs (including small tools); and a maximum of 5 percent of Subcontract costs.
3. Home Office General and Administrative (G&A) costs are computed using the most recent audited rate or a fixed rate of 3 percent in the absence of an audited rate.
4. Profit will be determined in accordance with the guidelines specified in Article 1.06 below.

B. In using the above rates, the following shall apply:

1. Payroll Tax (FICA, FUTA, and SUI) amounts are added immediately after direct and indirect costs are totaled.
2. Subcontractors' indirect costs and profit shall be computed in the same manner as above.
3. Indirect costs shall not be duplicated in direct costs.
4. When the Period of Performance is increased, the change in Contract amount for direct and indirect costs computed by application of the above rates includes costs of impact and extended performance due to the time extension and no further consideration of costs arising from the specific Modification and cited pending change orders (PCOs) will be given. The Contractor shall not receive both a percentage and a daily rate markup for job office overhead costs when a time extension to the Period of Performance is recognized.

5. Bond costs will be allowed at actual cost without markup.

- C. Equipment rates shall be determined from prior Authority audits. In the absence of audited rates for equipment owned or controlled by the Contractor, hourly rates shall be computed in the same fashion as described in Article 1.07D.

1.5 COST OR PRICING DATA

- A. The Contractor shall submit to the Contracting Officer Representative, either actually or by specific identification in writing an electronic copy of cost or pricing data under the conditions described in this Paragraph and certify that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the date of execution, which date shall be as close as possible to the date of agreement on the negotiated price of the Contract Modification. The cost or pricing data shall be submitted at the time the Contractor submits its proposal for the pricing of any Modification to this Contract, whether or not cost or pricing data was required in connection with the initial pricing of the Contract, when the Modification involves aggregate increases or decreases in costs plus applicable profits expected to exceed \$100,000, or less at the discretion of the Authority Representative.
- B. The submittal of certified cost or pricing data will not be required if the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The Contractor agrees that the terms "adequate price competition" and "established catalog or market prices of commercial items sold in substantial quantities to the general public" will be determined by the Authority in accordance with the guidelines as set forth in Subpart 15.8 of the Federal Acquisition Regulations (48 CFR 15.8).
- C. Cost or pricing data consists of all facts existing up to the time of agreement on price, which prudent buyers and sellers would reasonably expect to have a significant effect on the price negotiations for the Modification. The definition of cost or pricing data embraces more than historical accounting data; it also includes, where applicable, such factors as Subcontractor, Supplier, and vendor quotations, nonrecurring costs, changes in construction methods, unit cost trends such as those associated with labor efficiency and any management decisions which could reasonably be expected to have a significant bearing on costs under the proposed Modification and the Contract Work. Cost or pricing data consists of all facts, which can reasonably be expected to contribute to sound estimates of future costs as well as to the validity of costs already incurred. Cost or pricing data, being factual, is that type of information, which can be verified. Because the certificate pertains to cost or pricing data, it does not make representations as to the accuracy of the Contractor's judgment on the estimated portion of future costs or projections. The certificate does, however, apply to the data upon which the Contractor's judgment is based.

1.6 CONTRACT MODIFICATIONS, REQUIREMENTS FOR PROPOSALS, PRICE BREAKDOWN, NEGOTIATION OF PROFIT

- A. The Contractor, in connection with any proposal it makes for a Contract Modification as specified in Section 00750, ACCOUNTING AND RECORD KEEPING, shall furnish a price breakdown, itemized as required by the Contracting Officer Representative. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, Subcontract, and overhead costs, as well as profit, and shall cover all work involved in the Modification, whether such work was deleted, added, or changed. Any amount claimed for Subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The original and one electronic copy of the proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer Representative.

B. Where profit is negotiated as an element of price, with either the Contractor or Subcontractor, a reasonable profit will be negotiated for each Modification by using the following procedure as a guide:

1. Breakdown:

Factor	Rate	Weight	Value
Degree of risk	20		
Relative difficulty of work	15		
Size of job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Authority	5		
Subcontracting	25		
TOTAL	100%		

2. Based on the circumstances of each Modification, each of the above factors shall be weighted from 0.03 to 0.12 as indicated below. The value shall be obtained by multiplying the rate by the weight. From the value column when totaled the fair and reasonable profit can be determined under the circumstances of the particular Modification.

- a. Degree of risk: Where the modified work involves no risk or the degree of risk is very small, the weighting should be 0.03. As the degree of risk increases, the weighting should be increased up to a maximum of 0.12. Lump sum items will have generally a higher weighted value than unit price items for which quantities are provided. Other things to consider: The portion of the Work to be done by Subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.
- b. Relative difficulty of work: If the modified work is most difficult and complex, the weighting should be 0.12 and should be proportionately reduced to 0.03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Things to consider: The nature of the Work, by whom it is to be done, the location, and the time schedule.
- c. Size of job: All modified work not in excess of \$100,000 shall be weighted at 0.12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from 0.12 to 0.05. Work from \$5,000,000 to \$10,000,000 shall be weighted at 0.04, and work in excess of \$10,000,000 at 0.03.
- d. Period of performance: Modifications providing for an extension of time in excess of 30 Days shall be weighted at 0.12. Jobs of lesser duration shall be proportionately weighted to a minimum of 0.03 for jobs not to exceed 1 Day. No weight will be granted for this factor where there is no extension of the Period of Performance or interim dates due to work under this Modification.

- e. Contractor's investment: Should be weighted from 0.03 to 0.12 on the basis of below average, average, and above average. Things to consider: Amount of Subcontracting, mobilization payment item, Authority-furnished property, and method of making progress payments.
 - f. Assistance by Authority: Should be weighted from 0.12 to 0.03 on the basis of average to above average. Things to consider: Use of Authority-owned property, equipment and facilities, and expediting assistance.
 - g. Subcontracting: Should be weighted inversely proportional to the amount of Subcontracting. Where 80 percent or more of the Work is to be Subcontracted, the weighting should to be 0.03, and such weighting proportionately increased to 0.12 where all the work is performed by the Contractor's own forces.
3. When considered necessary because of very unusual circumstances or local conditions, the range of weight may be increased to an upper limit of 0.15 if supported by adequate justification and Approved by the Authority.
 4. When negotiations between the Contracting Officer or the Contracting Officer Representative and the Contractor are joined to determine an equitable adjustment for a Modification of this Contract, the Contractor shall encourage involved Subcontractor(s) to be present and to present their cost data and to participate in the resolution of a fair and equitable adjustment. In any event, if after reasonable effort, a negotiated settlement cannot be reached between the Contracting Officer or the Contracting Officer Representative and the Contractor and the Subcontractor(s) involved, then at the request of the Subcontractor(s) concerned, the Contracting Officer or the Contracting Officer Representative may process Part 1 of a two-part Modification to cover the direct costs only, as agreed upon or, if not agreed upon, as determined unilaterally by the Contracting Officer or the Contracting Officer Representative. Subcontractor(s) requests for a Part 1 Modification shall be submitted to the Contractor, and the Contractor shall forward such requests promptly to the Contracting Officer Representative. Any payments received by the Contractor under this procedure shall be passed along within 10 Days thereafter to the Subcontractor concerned.
- C. Change orders: When the Contracting Officer directs a change in accordance with the provisions of this Contract, the Contractor shall identify in its proposal for equitable adjustment the network activities that precede and follow the change order work activities. If the change order work activities are performed concurrently with existing network activities, those concurrent network activities shall be identified. If the change order work activities restrain network activities, those restraints shall be identified.

1.7 PAYMENT FOR USE OF EQUIPMENT

- A. The following methods of determination of equipment costs shall apply to all adjustments to Contract Prices arising under the provisions of the Contract except for Section 00727, TERMINATION FOR CONVENIENCE OF THE AUTHORITY, provisions thereunder.
- B. Allowable ownership and operating expense for construction plant and equipment in sound workable condition, owned by the Contractor, Joint Venture, Partnership, organizations under common control, and any equipment under lease purchase or sale-lease back agreements, will be paid for at hourly rates applicable to the Period of Performance, published in the Rental Rate Blue Book for Construction Equipment (Blue Book) by PRIMEDIA Information, Inc., by applying the following formula: the Regular Hourly Rate shall be 75 percent of the sum of the monthly rate (area adjustment map not used) divided by 176 and the estimated operating cost per hour. Regular Hourly Rate shall be full compensation for equipment ownership and operating expenses and shall include the cost of fuel, oil, lubricants, supplies, spare parts, repairs and maintenance, major overhauls, mechanics and servicing labor, depreciation, storage, insurance, interest, taxes, record

keeping, and all incidentals. The cost of equipment operators is not included. For forward pricing, the Blue Book rates in effect at the time of negotiations shall apply. For retrospective pricing, the Blue Book rates in effect at the time the work was performed shall apply. Manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of the Regular Hourly Rate. The hourly rates are calculated as shown in the following example:

	Regular Hourly Rate	Multi-shift Hourly Rate	Standby Hourly Rate
Monthly Rental			
Cost	\$6,070.00	\$6,070.00	\$6,070.00
Divided by			
Hours	176	176	176
Hourly Rental			
Cost	\$34.49	\$34.49	\$34.49
Hourly			
Operating Cost	18.20	18.20	18.20
Subtotal	52.69	52.69	52.69
Adjustment	75%	75%	75%
Regular Hourly			
Rate	39.52	39.52	39.52
Status	100%	60%	40%
Payment Rate	\$39.52	\$23.71	\$15.81

1. For Contractor owned equipment as identified in Article 1.07B, the first 8 hours, or fraction thereof, usage in any one day shall be paid for at the Regular Hourly Rate, and any additional time in excess of 8 hours, shall be considered to be an additional shift, or fraction thereof, and shall be paid for at 60 percent of the Regular Hourly Rate. Standby time, if authorized by the Contracting Officer Representative, will be paid for at 40 percent of the Regular Hourly Rate. Standby time shall be limited to the regular 8-hour shift and shall not exceed 40 hours in a week. Any usage time less than 30 minutes shall be considered to be 1/2 hour.
2. For third-party rented equipment, the Authority will accept rental rates actually paid and substantiated by certified reproduced copies of invoices or bills. Such invoices or bills shall indicate the amount of operating expenses and operator wages and fringes, if any, included in the rental rate. In no case shall the bare rental rate per hour (operating expense, and operator wages and fringes not included) exceed the appropriate Regular Hourly Rate. Where required, the operating costs per hour will be agreed upon between the Contractor and the Authority using operating costs per hour from the Blue Book for the same or similar equipment
3. When approved by the Contracting Officer Representative, use of equipment not listed in the Blue Book will be permitted. An equitable hourly rate for such equipment will be established by the Contracting Officer Representative based on Contractor furnished cost data and basic information concerning the equipment. Information required to

determine rates includes, but is not limited to, manufacturer, year, size, model, serial number, capacity, and weight. This information shall be furnished to the Contracting Officer Representative prior to the use of the equipment. Authority shall be granted audit access to verify information related to or pursuant to this Section.

4. The Regular Hourly Rate does not include “move-in” and “move-out” costs.
 5. These equipment rates shall apply to equipment in sound workable condition. The equipment shall be of approved size and capacity to provide normal output or production required for the work to be done. Equipment not meeting these requirements may be used only with the Contracting Officer Representative’s approval and at agreed, reduced rates. Usage time or standby time will not be allowed while equipment is inoperative due to breakdown, and such equipment shall be removed from the jobsite at the direction of the Contracting Officer Representative.
- C. Items of equipment with an acquisition cost of \$2,000 or less shall be considered as small tools.
 - D. Equipment costs that are paid under the equipment use rate shall not be duplicated in the Contractor’s other direct or indirect costs.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01312
PROJECT MEETINGS

PART 1 – GENERAL

1.1 INTRODUCTION

Project meetings are essential to the management of the project and it is required for all Stakeholders to attend weekly meetings (or conference calls) and monthly progress meetings. Initial meetings and all subsequent meetings will be held at a WMATA Headquarters or WMATA Project Office located throughout the District of Columbia. Project Management Officers (PMO) for the Prime Contractor Project Manager are required to attend and/or delegate a representative.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for Project meetings. The Project meeting schedule, agenda and minutes are quality assurance records retained throughout the project life cycle.
- B. Project meeting schedule will be issued by WMATA PM and/or delegate.
- C. Project meeting agenda will be issued in advance of the meeting with a list the topics for discussion.
- D. Project meeting minutes shall be captured by WMATA delegate and retained throughout the project life cycle. Meeting minutes, prepared as specified herein, shall state the place and time of the meeting, the names and identification of those present, a brief description of the matters discussed, and the agreements reached.
- E. Meetings shall be held in the Project office or at other locations in the Washington Metropolitan Area, as needed. Contractor and other concerned parties attending these meetings shall each be represented by persons thoroughly familiar with and authorized to conclude matters relating to the Work described in the Contract Documents.
- F. Recorded meeting minutes are uploaded to PROCORE which is a WMATA proprietary data base and repository.

1.3 PROJECT KICK-OFF MEETING

- A. A Project Kick-Off Meeting will be scheduled shortly after Contract NTP. The Contractor Key Staff including Project Manager, Construction Manager, Safety Manager and Quality Assurance Mangers shall be in attendance.
- B. The purpose of the meeting will be to review Contract requirements, review project coordination and deliverable submission procedures; review WMATA Safety and Security requirements; and to plan and coordinate the start of construction activities.

1.4 PRE-CONSTRUCTION SITE MEETINGS

- A. Conduct pre-construction site meetings as needed prior to the start of construction activities that require special coordination for those activities that are deemed to require a separate meeting because of the technical nature of the installation.
- B. The Contractor's Key Staff, Subcontractors, representatives of manufacturers involved in or affected by the installation, coordination, or integration with their materials and installations that

have preceded or will follow and the Authority, the Contracting Officer Representative, and other representatives of the Authority shall attend the meeting.

- C. Notify the Authority in advance of the date, time, location, and topics for review and discussion at each pre-construction meeting. Ensure that other attendees are properly notified. Topics that may require pre-construction meetings include, but are not limited to the following:

1. Installation of equipment or systems
2. Items that require connection to existing Authority equipment or systems as applicable

Other pre-installation meetings as may be called by the Contractor or the Contracting Officer Representative.

- D. Work shall not proceed if the meeting cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and schedule a follow-up meeting with the Authority at the earliest date.

1.5 PROGRESS MEETINGS

- A. Conduct weekly and monthly progress meetings at regularly scheduled times convenient for all parties involved. Progress meetings are in addition to specific meetings held for other purposes, such as coordination and pre-construction meetings. A Two-Week Work Plan and Four-Week plan will be developed ongoing by the Contractor prior to the start of the meeting as specified in Section 01322, PROGRESS REPORTING, and will be discussed during the planning portion of the agenda. Additionally, discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

1.6 PROGRESS AND QUALITY STATUS REPORT REVIEWS

- A. A preliminary progress and quality status report meeting will be held on a monthly basis prior to the submittal of the Contractor's final Monthly Progress Report and associated documents. The purposes of the meeting are to review and determine the status of each activity in relation to the Contractor's draft Monthly Progress Report and any deficiencies based on the Quality System as specified in Section 01470, QUALITY MANAGEMENT SYSTEM, in order to develop an informal agreement on the monthly progress payment request.
- B. The meetings shall be attended by the Contractor's Key Personnel, the Contracting Officer Representative, and other representatives of the Authority.
- C. Contractor will submit the Daily Project Construction Form prior to the start of work day. The form will be reviewed for completion task assignment, materials and resources required.
- D. The Monthly Progress Report and associated documents, as specified in Section 01322, CONTRACT PROGRESS REPORTING, shall be updated on a monthly basis.
- E. A Four Week Schedule report shall specifically include actual start and completion dates for all activities completed during the reporting period, actual start dates and percent complete for activities started but not completed during the reporting period, estimated start dates for activities scheduled to start during the next period, approved changes in durations of activities, and separate tabulation of monthly earnings including a cumulative tabulation of monthly earnings to date. In computing the monthly earnings, no value will be allowed for partially completed activities.
- F. Update the Monthly Progress Report and associated documents to incorporate all changes agreed to during the preliminary progress and quality status report meeting. A formal progress and quality status report meeting will be held prior to the submittal of the Contractor's progress payment request. The purpose of the meeting is to review and develop a formal joint agreement on the

Monthly Progress Report, job progress, pay items, and quality certification. This meeting shall be held 5 working days after the preliminary progress and quality status report meeting.

- G. Submit the approved Monthly Progress Report and the progress payment request in accordance with Section 00744, METHOD OF PAYMENT.

1.7 CHANGE MEETINGS

- A. Separate meetings will be held in the Washington Metropolitan Area by either the Authority or the Contractor, on an ad hoc basis, to discuss and resolve change order issues as they arise during the course of construction.
- B. This meeting shall be attended by the Contractor's Key Staff, Contracting Officer Representative, and those Subcontractors, or other entities critical to the resolution of any open issues. The parties shall each be represented by persons thoroughly familiar with and authorized to conclude matters relating to the Work described in the Contract Documents.
- C. The Contracting Officer Representative will record meeting minutes and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01321
CONSTRUCTION PHOTOGRAPHS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for photographic documentation, including digital images and video recordings.

1.2 SUBMITTALS

- A. Make submittals in accordance with Section 01330, SUBMITTAL PROCEDURES, and as described in Section 01322, CONTRACT PROGRESS REPORTING.
- B. Key Plan: Submit key plan 30 Days prior to start of construction. If vantage points are altered, submit key plan updates with corresponding photographic documentation submittal.
- C. Digital Still Photographs: Submit with record of photographs indicating date of photograph and electronic file name. Submit the following types of still photographs:
 - 1. Installation Photographs: Submit every 30 Days.
 - 2. Subject-specific construction photographs such as, but not limited to still photos showing potential change, non-conformance, quality, and property damage.
 - 3. Completion of Construction Photographs: Submit within 30 Days of Notice of Substantial Completion.

PART 2 – PRODUCTS

2.1 KEY PLAN

- A. Indicate project site of each still photograph.

2.2 STILL PHOTOGRAPHS

- A. Camera Specifications: Provide digital camera with sensor resolution of a minimum of 5 megapixels for producing color digital photographs.
- B. Format:
 - 1. Set camera to produce a digital stamp of the current date and time on each image.
 - 2. Provide required images in .JPG format.
 - 3. Digital photographic files shall be capable of producing standard commercial quality photographs, 8 inches by 10 inches in size.
 - 4. Identification:
 - 5. Electronically label each still photograph with the following information on the bottom left corner:

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Project: _____ Contract No.: _____

Contractor _____

Photograph No. _____ Date: _____

Description: _____

PART 3 – EXECUTION

3.1 GENERAL

- A. All photographic documentation shall be captured digitally. Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

3.2 STILL PHOTOGRAPH REQUIREMENTS

A. Preconstruction Photographs:

- 1. Provide pre-construction still photographs at each site.
- 2. Take sufficient overlapping still photographs to show existing conditions of adjacent properties before starting the Work.
- 3. No construction shall begin prior to Contracting Officer Representative review and approval of the pre-construction photographs of the construction area.
- 4. Take still photos at locations to be disturbed or likely to be affected by construction and at locations designated by the Contracting Officer Representative.

B. Monthly Construction Photographs: Take still photos of construction during the progress of the Work.

- 1. Take a minimum of twenty still construction photos at each site every 30 Days starting after the pre-construction digital survey and continuing until Substantial Completion is achieved.

C. Subject-specific Construction Photographs:

- 1. If there are any evident changes in conditions, non-conformance in the Work, or signs of potential damage to property or constructed project, take sufficient photographs to document the conditions and no less than ten still photographs.
- 2. The photographer shall provide scale to the area/condition, such as a tape measure to substantiate cracking.
- 3. Provide construction photos as required to demonstrate compliance with established LEED design goals.

D. Final Completion Construction Photographs:

- 1. Still photos shall be taken at each site as part of the Substantial Completion Inspection.

END OF SECTION

SECTION 01322
CONTRACT PROGRESS REPORTING

PART 1 – GENERAL

1.0 INTRODUCTION

This section specifies the requirements for submitting daily, weekly and monthly progress reports. All scheduled submittals are submitted to PROCORE with the conventional identification labeled on the document to include the date, Contractor's Name, project number, Station and/or Mezzanine number. Progress reports submitted through PROCORE should be in an electronic format MS-Word or Adobe (PDF) file.

1.1 SUMMARY

- A. This Section specifies the requirements for reporting progress and the development and maintenance of schedules and work plans for the construction of the Project.
- B. The Contractor shall carefully monitor the progress of the Work and construction and provide the Authority with Monthly Progress Report Form detailing the progress of that work.
- C. The approved schedules shall be used by the Contractor to ensure adequate planning, scheduling, managing, and executing of the Work, and to enable the Authority to evaluate work progress and progress payments. These approved schedules shall not be revised without the prior approval or direction of the Contracting Officer Representative. Schedules shall include the following Two Week Schedule; Project Schedule; monthly updates of the Project Schedule; Four Week Schedule; and Daily Pre-Construction Forms, Punch List, Check List/Construction Form.

1.2 REFERENCES

- A. Associated General Contractors Manual - Construction Planning and Scheduling.

1.3 SUBMITTALS

- A. Make the following submittals in accordance with Section 01330, SUBMITTAL PROCEDURES:
- B. Monthly Progress Status Report Form shall be submitted in electronic format in MS Word and Adobe (.PDF) and formatted to 8-1/2 by 11 inches or 11 by 17 inches in size.
 - 1. All schedules and reports shall be prepared and submitted in electronic format and labeled with the Contract Number, Project name, Contractor's name, data.
- C. The Project Schedule submittal, all subsequent schedule updates, and time extension requests shall also include the following computer-generated reports:
 - 1. The Contractor shall make all corrections to the schedule requested by the Contracting Officer Representative and resubmit the schedule for approval. If the Contractor does not agree with the Contracting Officer Representative's comments, the Contractor shall provide written notice of disagreement within 5 Days from the receipt of the Contracting Officer Representative's comments for the Project Schedule. Contracting Officer Representative's comments to the Initial 90-Day Schedule, Project Schedule, 90-Day Schedule, and Three-Week Work Plans with which the Contractor disagrees shall be resolved in a meeting held for that purpose.
- D. Resubmittals shall conform to the same requirements as original submittals.

1.4 MONTHLY PROGRESS REPORTS

- A. The Monthly Progress Reports shall include a narrative report, schedules, and construction photographs as follows:
1. A narrative description of work accomplished, work activities planned for the upcoming reporting period, problem areas and actions intended by the Contractor to mitigate the problem areas, work that is being performed out of sequence with accepted schedules, status of change orders, notices of potential Claims, status of submittals, and status of Contractor procurement items. Proposed minor logic changes shall be listed and described in the narrative. Include narrative of design progress each month until design is complete and Approved.
 2. Provide a dashboard of cash flow curves indicating graphically the total percentage of work activity/event dollar value scheduled to be in place on early finish, late finish, and actual finish on a monthly and cumulative basis.
 3. Quality Compliance Certification as specified in Section 01470, QUALITY MANAGEMENT SYSTEM.
 4. Construction photographs, as described in Section 01321, CONSTRUCTION PHOTOGRAPHS.

1.5 INITIAL 90-DAY SCHEDULE

- A. A cost loaded schedule covering the first 90 Days of the Contract shall be submitted within 20 working days following the date of the Notice of Award. The Initial 90-Day Schedule is the Contractor's plan for planning, managing, executing, and for recording completed work during the first 90-Day Days of the Project. All approved activities in the Initial 90-Day Schedule shall be incorporated into the Project Schedule.
- B. The schedule shall be time-scaled and may be submitted in either bar chart or Critical Path Method (CPM) format. The Initial 90-Day Schedule shall include the same requirements as the Project Schedule with the exception of information that is not reasonably available in the first 90-Days.
- C. Work items defined in the schedule shall not exceed 20 working days duration.
- D. The initial submittal shall be accompanied by a written narrative that describes the schedule and the approach to the Work that the Contractor intends to employ during the initial 90-Day period of the Contract.
- E. The Initial 90-Day Schedule will be used to process progress payments for the 90-Day period following NTP until the Project Schedule is Approved.

1.6 PROJECT SCHEDULE

- A. A cost loaded, calendar time-scaled CPM network diagram schedule covering the complete Period of Performance of the Project shall be submitted within 60 Days following the date of the Notice to Proceed. A Project Schedule, acceptable to the Contracting Officer Representative, shall be in place prior to the third progress payment request being submitted. The original logic of the Initial 90-Day Schedule shall be incorporated into the Project Schedule unless identified changes are submitted and approved by the Contracting Officer Representative.
- B. The schedule must meet all of the dates listed under Special Conditions Section 00824, PERIOD OF PERFORMANCE AND PROJECT SCHEDULE.
- C. The Project Schedule shall be prepared utilizing the Precedence Diagram Method (PDM) of CPM scheduling technique.

- D. The Project Schedule shall show clearly the sequence and interdependence of activities and shall list specifically:
1. Interim milestone completion dates as specified and staging of the Work shall be prominently identified.
 2. Submittals and Authority review of submittals
 3. Procurement, fabrication, delivery, installation, and testing of major materials and equipment
 4. Work to be performed by other agencies, which affect the schedule
 5. Manpower, material, and equipment restrictions, if any
 6. Inspection of the Work including Punch List/Substantial Completion and Acceptance
 7. The progressive delivery of Record Documents as major sections of the work are completed; for example completion of foundation piling or completion of underground utility work
 8. Resources necessary to accomplish the Work for that activity including, but not limited to, specific equipment, manpower, and material requirements.
 9. The costs of the work for each activity
 10. The graphic network diagram shall be composed of two parts, a Table of Activity Data and a time-scaled graphic network diagram, and shall include the following:
 - a. A Table of Activity Data in columnar format with the pertinent data for each activity in the row corresponding to that activity's placement of schedule. The minimum required data are:
 - (1) Activity ID,
 - (2) Activity Description,
 - (3) Early Start date,
 - (4) Early Finish date,
 - (5) Late Start date,
 - (6) Late Finish date,
 - (7) Total Float,
 - (8) Planned Duration,
 - (9) Monetary value in whole dollars for that activity, labor-days applicable to each activity, and all lag/lead time
 - b. The Contracting Officer Representative may require additional data such as total shifts or other resource data.
 - c. An activity numbering system shall be utilized, which assigns a unique activity identification number to each activity. No two activities shall bear the same activity number or description.
 - d. Activity descriptions shall be brief but shall convey the scope of the work described. Unusual abbreviations shall be explained in a legend. If an activity includes work to be done by a Disadvantaged Business Enterprise (DBE), that fact shall be identified in the

- activity description by inclusion of an appropriate parenthetical entry (e.g., Install West Footing Reinforcing Steel (DBE1)) with DBE properly identified in the legend.
- e. A time-scaled graphic network diagram showing logical relationships and constraints formatted in accordance with the following requirements:
 - (1) A bar (node) representing the duration of each work activity scaled to the planned duration with arrows (relationship lines) defining predecessor and successor relationships. Each bar shall contain the following information positioned above, below or adjacent to it in a consistent and legible manner:
 - (a) activity description;
 - (b) abbreviated start and finish dates (the day of the month in which the event occurs),
 - (c) and the activity duration.
 - (2) Lag time in whole Project units (e.g. working days) shall be displayed on each relationship line where it occurs. The use of lag must be minimized and restricted to only those situations where it is not possible to properly define the start or finish of an activity by the use of a normal Finish-to-Start, Start-to-Finish, Start-to-Start, or Finish-to-Finish relationship. Negative lag shall not be used.
 - E. The schedule diagram shall indicate a clearly defined critical path, which shall be prominently distinguished.
 - F. A written narrative shall accompany the schedule submittal describing the Contractor's approach and methods for completion of the Work. The narrative shall be adequate for the Contracting Officer Representative to understand the schedule and specifically identify the use of lag time.
 1. The supporting narrative shall include the following:
 - a. A realistic approach to meeting the Contract completion date required by the Contract.
 - b. A discussion of the critical path and the most critical activities in meeting the required completion dates.
 - c. A listing of holidays and special non-working days planned during the Contract duration.
 - d. A separate tabulation of estimated monthly and cumulative planned earnings. The monetary values shall be generally consistent with the proposal item breakdown.
 - G. Submit the calendar(s) used to calculate the Project Schedule, including: (i) the proposed number of working days per week; (ii) the planned number of shifts per day; (iii) the number of hours per shift; and (iv) all non-working days.
 - H. A schedule showing the work completed in less than the Period of Performance, which is found practical and Approved by the Authority, shall be considered to have float. The float shall be the time between the scheduled completion of the Work and the Contract completion date. Float shall not be for the exclusive benefit of either the Authority or the Contractor. Float shall be a resource available to both parties.
 - I. A schedule found to be impractical by the Contracting Officer Representative for any reason shall be revised by the Contractor and resubmitted.
 - J. Upon Approval by the Authority, the Project Schedule shall be the baseline schedule used to monitor progress.

1.7 MONTHLY UPDATES OF THE PROJECT SCHEDULE

- A. At least once each month, the Contractor shall submit an updated Project Schedule showing the progress of the Work to date and anticipated activities to be worked on.
- B. The Project Schedule shall not be revised to include additional activities, deleted activities, revised activity durations, revised network logic, or any other changes to the schedule, without approval of the Contracting Officer Representative. Only actual progress, completion dates, and anticipated future progress shall be incorporated in a schedule update.
- C. If according to the current updated Project Schedule, the Contractor is 60 or more working days behind the Contract completion date of any milestone, or the schedule contains 60 or more working days of negative float, considering all granted time extensions, the Contractor shall submit a Recovery Schedule, showing a practical plan to complete the work within the Contract time. The Contractor shall execute some or all of the following remedial actions: (i) increase construction labor in such quantities and crafts as necessary to eliminate the backlog of work; (ii) increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment or any combination to eliminate the backlog of work. The Authority may withhold progress payments until a revised schedule, acceptable to the Contracting Officer Representative, is submitted by the Contractor.
- D. Any revisions to the planned sequence, activity durations, interdependency of activities and any other change to the schedule shall be submitted separately for review. Written notification and explanation for the proposed changes and separately revised Project Schedule and narrative reports shall accompany the submittal. Changes shall not be incorporated into the current schedule until the submittal has been accepted by the Contracting Officer Representative. The baseline Project Schedule, i.e., the current schedule excluding schedule changes, shall be submitted along with the proposed schedule changes for the Contracting Officer Representative's review and approval.
- E. Maintain the As-Built Project Schedule data according to the field records and submit to the Contracting Officer Representative on a monthly basis. In addition, retain all monthly schedule updates until the Work has been Accepted.
- F. After all Contract work items are complete, and as a condition of Final Payment, the Contractor shall submit three copies of an As-Built Project Schedule showing actual start and finish dates for all work activities and milestones, based on the accepted monthly updates. The schedule submittals shall be in tabular and in time-scaled PDM plot formats. See Section 00744, METHOD OF PAYMENT, for additional retainage to be withheld until the As-Built Project Schedule is delivered to the Contracting Officer Representative, is reviewed, and is determined to be complete and accurate.

1.8 FOUR-WEEK WORK PLAN

- A. A schedule in a calendar time-scaled bar chart format depicting the Contractor's intended work activities for the upcoming period shall be submitted on a weekly basis due on the first working day of each week. Each activity having 1-day duration shall be prominently noted.
- B. Deviations, including but not limited to sequences of work, timing, and durations of activities from the Initial 90-Day or Project Schedules shall be noted and explained in writing.
- C. The form of submittal may be formatted smaller than specified in Article 1.03 herein; however, the format shall not be less than 8-1/2 by 11 inches in size.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION

3.1 GENERAL

- A. Schedules shall represent a practical plan to complete the Work within the Period of Performance, and shall convey the Contractor's intent in the manner of prosecution and progress of the Work.
- B. The scheduling and executing of the Project Work in accordance with the schedule are the responsibility of the Contractor.
- C. The submittal of schedules shall be understood to be the Contractor's representation that the schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence and duration Indicated in the schedule.
- D. All schedule submittals are subject to review and acceptance by the Contracting Officer Representative. The Authority retains the right to withhold progress payments until the Contractor submits a schedule, payment schedule, and updates acceptable to the Contracting Officer Representative.
- E. The approved Project Schedule will be used as the basis for progress payments to the Contractor. Payments will be made by the Contracting Officer Representative only for activities that are 100 percent complete.

3.2 PAYMENT

- A. Submittal Monthly Progress Report at least 5 working days prior to the submittal of a progress payment request. No progress payment request will be processed if there is not an agreed update in place.

3.3 REQUESTS FOR TIME EXTENSIONS

- A. The Contractor is responsible for submitting a written request for any extensions of Period of Performance within the time specified by the Contract. Requests not submitted in writing, without the required documentation, and not submitted within 30 Days will not be considered.
- B. The request shall include documentation with written justification for the extension of time, supporting evidence, and specific references to the Contract for which the basis of the request is being made.
- C. The request shall also include a calendar time-scaled CPM network schedule analysis and reports specified in Article 1.06 herein, depicting the time impact basis of the request with the affected areas prominently highlighted. The Project Schedule to be used in determining the time extension request shall be the current and accepted schedule at the time of the event.
- D. If the Contracting Officer Representative finds that the Contractor is entitled to an extension of time of any completion date under the provisions of the Contract, the Contracting Officer Representative's determination of the total number of Days extension will be based upon the current analysis of the currently approved Project Schedule and upon data relevant to the extension. Extensions of time for performance under any and all of the provisions of the Contract will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total float along the paths involved of the most critical path to Project completion.
- E. The Contractor shall submit a CPM fragment with enough detail to depict the causes, duration, and logic relationship and impact of the current schedule activities. The quantum of delay impact on Contract completion or interim milestone(s) must be determined for time extension.

- F. Critical delays, i.e., delay, which may affect the activities on the current critical path, will be contemporaneously discussed and mutually agreed by all the parties involved. In case the quantum of delays or impact cannot be resolved, the background, issues, work performed, as well as start and finish dates of delays shall be well-documented in chronological order. The Contracting Officer Representative's determination of merit for time extension(s) will be awarded after the Contracting Officer Representative finds entitlement to the Contractor's request and only after the alleged delays are demonstrated to impact the most critical path(s). Data furnished by the Contractor will be used as a basis in the findings of the Contracting Officer Representative.
- G. A complete As-Built Schedule, which has enough detail to depict delay and demonstrate cause-effect delay impact, shall be submitted at the end of the Project.

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 INTRODUCTION

The following documents will be submitted during Pre-Bid evaluation :

Project Management Plan milestone date:

Safety Plan milestone date:

Quality Assurance Manual milestone date:

The following documents will be submitted throughout the entire project life cycle:

- Daily Pre-Construction Form
- Four-week schedule
- Weekly Meeting Notes
- Monthly Progress report
- SCI/Punch List

1.1 SUMMARY

A. This Section specifies the general requirements and procedures for preparing and submitting design and construction documents to the Authority for approval or for information. The submittals shall consist of, but not be limited to as-built schematics, specifications; Working Drawings; product data; documents, letters, certifications and reports; 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 (Master List of Contract Deliverable Documents) indicating the status of all Required Submittals listed in the Schedule of Required Submittals.

1.3 SUBMITTAL SCHEDULE

- A. Authority will provide a preliminary Schedule of Required Submittals, within 14 Days after the effective date of Notice to Proceed (NTP) 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. The Contract Document Submittal Log, created in MS Excel or MS Access, and maintained in PROCORE 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 60 Days after the effective date of NTP.
- 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. Contract number, specification Section number, project number and title

2. Name of Subcontractor
 3. Type of Submittal (Shop Drawings, product data, samples, or other), description of the item, name of manufacturer, trade name, and model number
 4. 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.
 5. State if submitted for approval or information.
 6. 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.
 7. Re-submittals: Reason for change
 8. 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 managed PROCORE online tool
- 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.
 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"

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 PRODUCT DATA

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

1.7 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.

1.8 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.

1.9 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 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.

1.10 DATA

- A. Submit data and any related schematics and diagrams in 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.

1.11 CONSTRUCTION PHOTOGRAPHS AND VIDEO

- 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.

1.12 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. Submit As-Built Schematics in bookmarked-by-discipline Adobe (.PDF) formats that can be plotted either as full-size or half-size drawings that are scalable. Submit as-built documentation per mezzanine within 21 days after said mezzanine's SCI has been accepted by WMATA.
- C. 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.

1.13 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".
- 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.

1.14 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.

1.15 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 following submittal procedures as outlined and defined in/for Procure.
- 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.

1.16 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)- Procure. The Contracting Officer's Representative will return one electronic copy through Procure.
- B. Allow 3 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
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

SECTION 01410
REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes information required for conformance to regulatory requirements, such as building codes, mechanical codes, electrical codes, ADAAG regulations, or other regulations applicable to the Project.

1.2 GENERAL

- A. Meet or exceed the WMATA Manual of Design Criteria and WMATA Standard Specifications relevant for each element of the Work as these represent the standards to be used for design and construction. Comply with all Federal, state, and local laws and regulations that control the design and construction of the Project, and meet or exceed the laws and standards relevant for each element of the Work to be installed if they are more stringent than the WMATA Manual of Design Criteria and WMATA Standard Specifications.
- B. All Quality Assurance elements of FTA-IT-90-5001-02.1 shall be followed

1.3 THE JURISDICTIONAL AUTHORITIES, RAILROADS, UTILITIES, AND MISCELLANEOUS AGENCIES

- A. In coordination with WMATA initiate communication with the following entities as appropriate and relevant to the Project.
- B. Federal agencies:
 - 1. Environmental Protection Agency (EPA)
 - 2. Federal Transit Administration (FTA)
 - 3. General Services Administration (GSA)
 - 4. Department of the Interior:
 - a. National Park Service (NPS), National Capital Region
 - 5. Occupational Safety and Health Administration (OSHA)
 - 6. Architectural and Transportation Barriers Compliance Board (ATBCB):
 - a. American with Disabilities Act Accessibility Guidelines (ADAAG)
 - 7. Department of Defense (DOD)
- C. District of Columbia:
 - 1. Fire Department
 - 2. Metropolitan Police Department
- D. State of Maryland:
 - 1. Department of Transportation
- E. Montgomery County:
 - 1. Department of Transportation

- 2. Department of Fire and Rescue Services
- 3. Police Department
- F. Prince George's County:
 - 1. Fire Department
- G. Commonwealth of Virginia:
 - 1. Department of Public Works and Transportation
- H. City of Alexandria:
 - 1. Fire Department
 - 2. Police Department
- I. Arlington County:
 - 1. Arlington County Fire Department
 - 2. Arlington County Sheriff and Police Department
- J. Fairfax County:
 - 1. Fire and Rescue Services
 - 2. Police Department
- K. City of Falls Church:
 - 1. Police Department
- L. City of Greenbelt
- M. City of College Park
- N. Town of Riverdale
- O. Town of Capital Heights
- P. Town of Cheverly:
 - 1. Building and Fire Prevention
 - 2. Police Department
- Q. Town of Seat Pleasant
- R. Town of University Park
- S. Town of Riverdale
- T. Town of Berwyn Heights
- U. City of Rockville
- V. City of Fairfax
- W. Utilities: See Section 01180, PROJECT UTILITY SOURCES.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01420
REFERENCES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section lists the reference standards cited in the Contract Documents, the organizations or Jurisdictional Authorities whose standards are cited, and common acronyms used in the Contract Documents.
- B. When reference is made to codes, regulations, reference standards, and specifications, the Work shall conform to the current edition as of the date of Award, unless it is superseded by Jurisdictional Authorities.

1.2 ABBREVIATIONS AND ACRONYMS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ABS	Acrylonitrile-Butadiene-Styrene
ac	Alternating Current
ACGIH	American Conference of Governmental Industrial Hygienists
ACI	American Concrete Institute
A/D	Analog to Digital
ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AHA	American Hardboard Association
AHDGA	American Hot Dip Galvanized Association, Inc Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
AMTRAK	National Railroad Passenger Corporation
ANSI	American National Standards Institute (synonymous with USASI-ASA)
API	American Petroleum Institute
AREMA	American Railway Engineering and Maintenance of Way Association
ARI	Air Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASTM	ASTM International
ATBCB	Architectural and Transportation Barriers Compliance Board
AT&T	American Telephone and Telegraph Company

AWG	American Wire Gauge (synonymous with Brown and Sharpe)
AWI	Architectural Woodwork Institute
AWWA	American Water Works Association
AWS	American Welding Society
AWPA	American Wood Preservers' Association
BG&E	Baltimore Gas and Electric Company
BIA	Brick Institute of America
BLS	Bureau of Labor Statistics
B&O	Baltimore & Ohio Railroad (Division of the CSX Transportation)
BOCA	Building Officials and Code Administrators International
BTU	British Thermal Unit
BTUH	British Thermal Units Per Hour
C	Celsius (Centigrade)
CAGI	Compressed Air and Gas Institute
CAT6	Category 6 Ethernet Electrical Cable
CE	US Army, Corps of Engineers
cfm	Cubic Feet Per Minute
CISPI	Cast Iron Soil Pipe Institute
CMU	Concrete Masonry Unit
C&O	Chesapeake and Ohio Railroad (Division of the CSX Transportation)
CONRAIL	Consolidated Rail Corporation (formerly Penn Central)
CQCS	Contractor's Quality Control System
CRSI	Concrete Reinforcing Steel Institute
CSX	CSX Transportation (formerly Chessie System, B&O, C&O, and Chesapeake & Ohio)
CTI	Cooling Tower Institute
dB	Decibel(s)
dc	Direct Current
DFT	Dry Film Thickness
DILM	Ductile Iron Pipe, Cement-Lined and Coated, Mechanical Joint
DILP	Ductile Iron Pipe, Cement-Lined and Coated, Push-On-Joint
DPST	Double Pole, Single Throw
DTS	Data Transmission System
EPA	Environmental Protection Agency
EPR	Ethylene-Propylene-Rubber
F	Fahrenheit
FAA	Federal Aviation Administration

FCCCR	Foundation for Cross-Connection Control Research of the University of Southern California Engineering Center
FHWA	Federal Highway Administration
FM	Factory Mutual Associates
FS	Federal Specifications
FED STD	Federal Standard
FTA	Federal Transit Administration (formerly UMTA)
GPH	Gallons Per Hour
GSA	General Services Administration
HOA	HAND/OFF/AUTOMATIC
HP	Horsepower
HVAC	Heating, Ventilating and Air Conditioning
IBC;	International Building Code
ICEA	Insulated Cable Engineers Association
ICI	Industrial Coatings International
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IPS	Insert PreSet
IRPG	Infrastructure Renewal ProGram
ISO	International Organization for Standardization
JGB	Jackson Graham Building 600 Fifth Street, N.W. Washington, D.C. 20001
kHz	Kilo Hertz
kV	Kilovolts
kVA	Kilovolts-amperes
kW	Kilowatts
LED	Light Emitting Diode
LEED	Leadership in Energy and Environmental Design
mV	1,000 volts
mVA	1,000 volts-amperes
MCM	1,000 Circular Mils
MCP	Motor Circuit Protector
MDNR	Maryland Department of Natural Resources
METRO	Logo for the Washington Metropolitan Area Transit Authority
MNCPPC	Maryland-National Capitol Park and Planning Commission
MS	Military Specification
MSG	Manufacturers' Standard Gauge

MIL STD	Military Standard
MSHA	Maryland State Highway Administration
MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry
MTPD	Metro Transit Police Department
MUTCD	Manual of Uniform Traffic Control Devices
MWAA	Metropolitan Washington Airports Authority
MWRA	Maryland Water Resources Administration (Part of MDNR)
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NAVFAC	USN, Naval Facilities Engineering Command
NBGQA	National Building Granite Quarries Association
NBS	National Bureau of Standards
NC	Normally Closed
NCMA	National Concrete Masonry Association
NEBB	National Environmental Balancing Bureau
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIOSH	National Institute for Occupational Safety and Health
NO	Normally Open
NPS	National Park Service
NTP	Notice to Proceed
NTIS	National Technical Information Service
OCCB	Operations Control Center Building 600 Fifth Street, N.W. Washington, D.C. 20001 (see JGB)
OD	Outside Diameter
OS&Y	Outside Stem and Yoke
OSHA	US Department of Labor, Occupational Safety and Health Administration
PCI	Pre-stressed Concrete Institute
PDI	Plumbing and Drainage Institute
PE	Polyethylene
PEI	Porcelain Enamel Institute
PEI	Petroleum Equipment Institute
PEPCO	Potomac Electric Power Company
PGFD	Prince Georges County, Fire Department
PGDPW&T	Prince Georges County, Department of Public Works and Transportation
PGSCD	Prince Georges County, Soil Conservation District

PPHM	Parts Per Hundred Million
PPM	Parts Per Million
psf	Pounds Per Square Foot
psi	Pounds Per Square Inch
psig	Pounds Per Square Inch Gauge
PVC	Polyvinyl Chloride
RCRA	Resource Conservation and Recovery Act
rms	Root Mean Square
rpm	Revolutions Per Minute
RFI	Request For Information
ROD	Revenue Operation Date
RQD	Rock Quality Designation
SDI	Steel Deck Institute or Steel Door Institute, depending upon context in which it occurs
SMACNA	Sheet Metal and Air-Conditioning Contractors National Association
S1S	Smooth One Side
S2S	Smooth Both Sides
SJI	Steel Joist Institute
SPDT	Single Pole, Double Throw
SPST	Single Pole, Single Throw
SSPC	Steel Structures Painting Council
TBM	Tunnel Boring Machine
TCA	Tile Council of America
TGA	Thermogravimetric Analysis
UFAS	Uniform Federal Accessibility Standards
UL	Underwriters Laboratories, Incorporated
UMTA	Urban Mass Transit Administration
UPS	Unit Price Schedule or Uninterruptible Power System, depending upon context in which it occurs
USBR	US Bureau of Reclamation
USCG	US Coast Guard
USCS	US Commercial Standard
USDA/SCS	US Department of Agriculture - Soil Conservation Service
USDOT	US Department of Transportation
USGBC	US Green Building Council
USN/CD	US Navy, Chesapeake Division
USPS	US Product Standard
USSG	United States Standard Gauge

WAD	Washington Aqueduct Division (Element of U.S. Army C.E., Baltimore District)
WSSC	Washington Suburban Sanitary Commission
XLPE	Cross-Linked Polyethylene

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

**SECTION 01470 QUALITY
MANAGEMENT SYSTEM**

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies the Contractor's requirements to formalize a system that documents the structure, responsibilities, and procedures required to achieve effective quality management of the Work throughout the duration of the Contract.
- B. The Quality Management System shall be consistent with shall be consistent with FTA-IT-90-5001-02.1 and ISO 9001:2008 standard. The Contractor is not required to be ISO certified, however, certain Suppliers and manufacturers shall be certified as required in these specifications.
 - 1. Certification of the Contractor to ISO 9001 is not required. However, certain suppliers and manufacturers shall be certified as required in the specifications.
- C. The Quality Management System shall include a Project Specific Quality Management Plan (PSQMP) utilizing the 15 elements contained in FTA-IT-90-5001-02.1, Design Control Plan, Inspection and Test Plans and corresponding procedures and forms necessary to establish, document, maintain, and execute work that conforms to the Contract Documents.
- D. Inspection and Testing shall be performed by qualified staff and laboratories as specified herein, and as part of the PSQMP.
- E. As a minimum, the QMS/PSQMP Manual shall include all required Policies, Procedures, and the PSQMP describing how this project specific QMS will be documented, implemented, executed and revised as necessary.
- F. The Quality Manual, Policies, Procedures, and PSQMP shall be approved by the Executive(s) responsible for the Contracting entity then forwarded to WMATA for review and approval.

1.2 REFERENCES

- A. Federal Transit Administration (FTA)
 - 1. FTA-PA-27-5194-12.1, Quality Management System Guidelines
 - 2. FTA-IT-90-5001-02.1
- B. International Organization for Standardization (ISO)
 - 1. ISO 9001:2008 – Quality Management Systems
 - 2. ISO 10013 – Guidelines for Quality Management System Documentation
- C. U.S. national standards maintained by the U.S. National Institute of Standards and Technology (NIST) and the U.S. Naval Observatory.
- D. Definitions

1. For definitions regarding quality used in this section, refer to FTA Quality Management System Guidelines- FTA-PA-27-5194-12.1 and ISO 8402, Quality management and quality assurance - Vocabulary.

1.3 SUBMITTALS

- A. Make submittals in accordance with Section 01330, SUBMITTAL PROCEDURES, and as noted below. Submit plans, procedures, audit schedules and certifications for Approval. Remaining submittals are for information.
- B. The QMS/PSQMP shall be revised, updated, and approved as necessary throughout the term of the Contract to reflect changes determined by management review, internal audit and/or Authority audit or Assessment to be necessary to improve the Quality system(s). Any revision of the QMS or PSQMP must be submitted to the Authority for approval.
- C. Design Control Plan: As specified in Section 01112, DESIGN AND PROGRAM REQUIREMENTS.
- D. Quality Plan: Contract-specific Quality Plan (PSQMP) modeled after ISO 9001:2008 within 30 Days of NTP and with each revision. As a minimum, the following quality elements shall be included in the Quality Plan.
 1. Management Responsibility
 2. Document Control
 3. Subcontracting and Purchasing
 4. Product Identification and Traceability
 5. Inspection and Testing
 6. Inspection Measuring and Test Equipment
 7. Inspection and Test Status
 8. Nonconformance
 9. Corrective Action
 10. Quality Records
 11. Quality Audits
 12. Training
- E. Inspection and Test Plans/Specific: Submit Work task or component specific Inspection and Test Plans in PSQMP a minimum 60 Days in advance of when the covered work is scheduled to begin.
- F. Quality Reports: Submit the following reports in accordance with the approved Quality Plan/ PSQMP and Quality Procedures.
 1. Quality Reports: Weekly.
 2. Test Status Report: Monthly.

3. Review and Disposition of Nonconforming Product: With each occurrence.
4. Corrective Action Reports (CAR)
5. Root Cause Analysis Reports (RCA)
6. Summary of Management Reviews: Monthly during the first 6 months after NTP and not less than quarterly thereafter.
7. Report of all audit results and completion of corrective actions within 30 Days of the completion of an Audit.
8. Quality Compliance Certification with each Monthly Progress Report signed by the Quality Manager

1.4 QUALITY MANAGEMENT SYSTEM REQUIREMENTS

A. Quality Management System

1. The Quality Management System shall be updated to improve the system as necessary throughout the Period of Performance of the Contract to reflect changes determined to be necessary by Contractor management review, Contractor internal audit, and Authority audit. Each update of the Quality Management System requires Authority Approval.
2. During the Period of Performance, exercise positive control over all of the Work, including that of subconsultants, Subcontractors, fabricators, manufacturers, installers, and Suppliers in accordance with the Quality Plan and Quality Procedures described within the approved Contractor Quality Management System.
3. The execution of the Quality Management System shall be subject to Authority audit throughout the Period of Performance of the Contract.

B. Quality Plan

1. The Quality Plan shall include the signatures of the Officer(s) responsible for the Contractor entity indicating their approval of the Quality Management System.
2. Quality Manager
 - a. Shall have the qualifications specified in Section 01111, CONTRACTOR KEY STAFF.
 - b. Shall perform as the Contractor's Management Representative.
 - c. Is responsible for implementing the Quality Management System and shall have the authority to stop the Work.
3. Document Control: Current version of all documents shall be managed in the Authority's Project Management Software System (PMSS), Procore. The database shall be kept current throughout the Period of Performance of the Contract.
4. Subcontracting and Purchasing
 - a. Purchased material, equipment, and services shall be controlled to ensure that they are properly integrated into the Work.
 - b. Assure that Contractor's subconsultants, Suppliers, and Subcontractors satisfactorily demonstrate and document an adequate system for managing quality to the Contractor.

- c. Provide adequate surveillance of subconsultants, Subcontractors, and Suppliers to assure conformance with the Quality Management System and specification requirements. This surveillance shall include inspection and audit of off-Site activities of Contractor's subconsultants, Subcontractors, and Suppliers.
5. Product Identification and Traceability: The Contractor's Quality Management System shall include provisions to identify and provide traceability of products and materials where appropriate and as required in the Issued for Construction Specifications.
6. Inspection and Testing/General
 - a. Establish an Inspection and Test Plan that conforms to the Quality Management System and the Issued for Construction Specifications and that allows for tracking of actual performance of inspections and tests.
 - b. The Inspection and Test Plan shall incorporate elements of the Authority furnished Inspection Guidelines, Part 2, as needed to meet the requirements of the Quality Plan.
 - c. Testing laboratories shall be certified as required by the Issued for Construction Specifications.
 - d. The Inspection and Test Plan shall be designed to assure that testing is performed to demonstrate that components and systems perform satisfactorily in service. Testing shall be performed by qualified and experienced personnel, and using certified in accordance with approved test procedures. Tests shall incorporate acceptance limits defined by industry codes and standards or by the Issued for Construction Specifications; the more restrictive standard shall take precedence. All test results shall be documented and submitted to the Authority for review.
 - e. Provide the Authority 14 working days notice of tests except when greater notice is required in these specifications.
 - f. Include instructions necessary to implement source inspections; receiving inspections; inspection of work in progress; hold point inspections, and completion inspections.
 - g. Forms for recording test results and authorized approval signatures shall be used for all tests. Each test form shall identify the applicable specification Section, Article, and Paragraph.

- d. Quality records generated by Subcontractors, Suppliers, fabricators, and test laboratories shall be traceable to the product being supplied or fabricated and shall be provided in advance of shipment or shall be shipped with the product.
- e. Retain quality records for the duration required to meet statutory requirements.

12. Quality Audits

- a. Management reviews conducted by Contractor:
 - (1) Management reviews shall occur monthly during the first 6 months of the Contract and not less than quarterly thereafter.
 - (2) Written summaries of findings and major corrective actions shall be provided to the Contracting Officer Representative within 5 Days of completion of each review.
- b. Internal quality audits conducted by Contractor:
 - (1) Internal audits shall be performed at least quarterly.
 - (2) Deficiencies in the Quality Management System, the causes of deficiencies in the Quality Management System, and the status of corrective action and preventive action, when appropriate shall be recorded in the audit results.
 - (3) Audit results shall be provided to the Contracting Officer Representative within 14 Days of the audit with a plan for corrective and preventative action.
 - (4) Provide notification of completed corrective and preventative action.

13. Training: Establish, maintain and provide the training needs for all personnel performing activities affecting quality.

C. Design Control Plan

- 1. The Contractor's design process shall translate the Authority's needs and requirements into an acceptable design.
- 2. Design control shall be defined by the Design Control Plan as described in Section 01112, DESIGN AND PROGRAM REQUIREMENTS.
- 3. Configuration management shall be defined by a Configuration Management Plan developed as a part of the Design Control Plan.

D. Inspection and Test Plans/Specific

- 1. As a minimum, Inspection Plans shall include the following information:
 - a. A matrix of all inspections required by the Issued for Construction Specifications to be performed by Contractor, Suppliers, or Subcontractors and their frequency.
 - b. Established hold points that require work stoppage until Authority action relative to that work activity is complete.
 - c. Established witness points that identify when Authority notification is required for a Contractor work activity.
- 2. As a minimum, the Test Plans shall include the following information:

- a. A matrix of all tests required by the Issued for Construction Specifications to be performed by Contractor, Suppliers, or Subcontractors.
- b. Samples of test reports: the test reports shall meet the minimum requirements called for in the applicable test standards specified in the Issued for Construction Specifications.
- c. Provisions for coordinating onsite and offsite testing.
- d. Provisions for meeting the Authority notification criteria for planned tests and inspections specified to be witnessed by the Authority. Provide the Authority a minimum of 14 Days advance notice.
- e. Description of test
- f. Specification Section, Article, and Paragraph related to each test
- g. Type of test
- h. Applicable standard
- i. Test frequency
- j. Responsibility for test performance
- k. Completion status
- l. Means of tracking and recording corrective actions being taken to assure compliance with the Issued for Construction Specifications.
- m. Means for recording test results.

E. QUALITY REPORTS

- F. Weekly Quality Reports: quality reports shall summarize the construction activities to the Authority, record the inspections and tests completed and the results, and record deficiencies identified, during the previous week of work. These reports shall be provided to the Contracting Officer Representative weekly.
- G. Test Status Report: Track and report the status of testing. Revisions, updates, and additions the test status report shall be submitted to the Contracting Officer Representative at least monthly.
- H. Quality Compliance Certification: As specified in Section 00744, METHOD OF PAYMENT, the Quality Manager's Quality Compliance Certification shall be provided with each Monthly Progress Report stating that application of the Quality Management System has demonstrated that the items requested for payment have been designed or constructed to meet the design requirements and have been inspected and tested as required to comply with Contract Documents, Issued for Bid Drawings and Issued for Bid Specifications. Work for which satisfactory records for design, testing, inspection, or other quality elements are not available, will not qualify for payment.

1.5 AUTHORITY QUALITY OVERSIGHT

- A. The principal role of the Authority in the implementation of the Quality Program will be oversight of the effectiveness of the Contractor's Quality Management System including quality control and quality assurance activities. The Authority reserves the right to conduct inspection of all phases of design and construction by Authority field staff. Deficiencies discovered will be brought to the immediate attention of the Contractor including written follow-up notification.
- B. When the Authority determines that the approved Quality Management System or plans, or any portion or feature thereof, are not controlling work sufficiently for the Work to conform to Contract

Documents, Issued for Construction Drawings and Issued for Construction Specifications, Contractor shall take appropriate action to correct such deficiencies. The Contracting Officer Representative may stop the Work activities if the Quality Management System is not functioning properly due to lack of Contractor's staff or for any other Contract non-compliance.

- C. Notwithstanding the above, Authority inspection, testing, or other actions shall not constitute Acceptance of work, nor shall it relieve the Contractor of its contractual responsibilities.
- D. When Authority inspection is required, add to the purchasing document the following statement:

"Authority inspection is required prior to shipment from the plant. Upon receipt of this order, promptly notify the Contracting Officer Representative, in writing, so that appropriate planning for Authority inspection can be accomplished."

1.6 NON-CONFORMANCE

- A. In the event any employee of the Contractor or its Subcontractors fails to adhere to the requirements of this Section, the employee or Subcontractor will be removed from the job until non-conformance is corrected. Such removal will not be grounds for any time extension or additional compensation.

1.7 AUTHORITY AUDITS OF THE CONTRACTOR'S QUALITY MANAGEMENT SYSTEM

- A. At its sole discretion, the Authority may conduct audits, tests, and inspections in addition to those performed by the Contractor.
- B. There will be an ongoing review and evaluation of implementation of the Contractor's Quality Management System to verify that the Contractor is effectively controlling the quality of design and construction.
- C. Audits include audits of fabricators, Subcontractors, subconsultants, Suppliers, and third-party audits (i.e., ISO audits, trade organization certification audits, and audits required to maintain laboratory or testing accreditation).
- D. If the implementation of the Contractor's Quality Management System is determined to be ineffective by the Authority, the Authority, at its sole discretion, may withhold payment for any and all work it deems to be deficient or non-conforming to the Contract Documents, Issued for Construction Drawings and Issued for Construction Specifications. The Contractor will be expected to make whatever changes are necessary in the organization or in the Quality Management System to provide effective control of the quality of the Work.
- E. The Authority will perform audits to verify that the Contractor is effectively controlling the quality of the Work. The basis for the audits will be the Quality Management System and the Issued for Construction Drawings and Issued for Construction Specifications.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01530
TEMPORARY DECKING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies requirements for temporary decking and pedestrian bridges that may be required for the purpose of maintaining the flow of vehicular and pedestrian traffic during the construction period. Temporary decking and pedestrian bridges includes their support system over excavated areas.
- B. Decking and temporary grade crossing for vehicular traffic as applicable shall be constructed of suitable materials in accordance with Jurisdictional Authority requirements.
- C. Bridges for pedestrians shall be constructed of suitable materials in accordance with Jurisdictional Authority and ADAAG requirements.
- D. When the deck beams or other members supporting such deck are required to carry the support of excavation loads, these members shall also be in compliance with the requirements of Section 02260, SUPPORT OF EXCAVATION.

1.2 RELATED SECTIONS

- A. Section 02260, SUPPORT OF EXCAVATION
- B. Section 02845, TRAFFIC CONTROL DEVICES

1.3 REFERENCES

- A. Americans with Disabilities Act Accessible Guidelines (ADAAG)
 - 1. Standards for Accessible Design
- B. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. AASHTO Standard Specification for Highway Bridges.
- C. American Welding Society (AWS):
 - 1. AWS D1.1 Structural Welding Code - Steel
- D. ASTM International (ASTM):
 - 1. ASTM D2555 Standard Practice for Establishing Clear Wood Strength Values
 - 2. ASTM E274 Standard Test Method for Skid Resistance of Paved Surfaces Using a Full Scale Tire.

1.4 DESIGN CRITERIA

- A. Base designs on WMATA Manual of Design Criteria as a minimum.
- B. Design temporary decking and support system for AASHTO HS20 loading and impact, earth pressures, utility loads, and other applicable live impact and dead loads, including the Contractor's equipment, whether the temporary decking is intended for support of vehicular or pedestrian traffic.

- C. When excavation or construction equipment is to be operated from decking, design decking using actual maximum loads in accordance with design criteria of referenced AASHTO specification, unless otherwise shown.
- D. Design supporting members to allow clearance for existing and relocated utilities.
- E. Provide suitable openings for access for servicing utilities and fire fighting. Provide flush covers for openings.
- F. Bridges for pedestrians shall be constructed of approved suitable materials in accordance with local requirements, be provided with handrails or with sides tightly boarded in accordance with such requirements and shall have a minimum width of [6] feet or such greater minimum width as will accommodate the normal traffic flow at the particular location.
- G. All designs shall comply with ADAAG regulations.

1.5 SUBMITTALS

- A. Submit the following no less than 60 Days prior to the start of construction to the Authority for Approval as specified in Section 01330, SUBMITTAL PROCEDURES, and obtain Jurisdictional Authority approval for:
 - 1. Working Drawings:
 - a. Prior to installation of elements for support of excavation, submit Working Drawings and design calculations for temporary decking and pedestrian bridges.
 - b. Show proposed procedures and methods of constructing temporary structures including support system and necessary construction details.
 - 2. Certifications:
 - a. If previously used materials are utilized, submit certified information concerning each previous use, such information shall include, but not be limited to, the following:
 - (1) Purpose
 - (2) Duration
 - (3) Type of loading

1.6 JOB CONDITIONS:

- A. Responsibilities:
 - 1. Design, construction, maintenance, and removal of temporary construction including decking and support systems are the responsibility of the Contractor.

2. Provide access to Authority personnel for inspections of temporary decking as requested by the Contracting Officer Representative.
3. Maintain vehicular and pedestrian access to buildings at levels existing prior to start of Contract work. Maintain persons with disabilities access in accordance with ADAAG.
4. Perform work in accordance with specified safety requirements as described in Section 01114, SAFETY/ENVIRONMENTAL REQUIREMENTS.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Timber, Steel, Concrete, and Other Materials:

1. Used materials are permitted in lieu of new materials provided they are sound and free from defects, which might impair their strength.
2. Timber: Structural lumber, visually graded in accordance ASTM D2555, minimum working stress 1,100 psi.

B. Welding: Have welding performed by certified welders and in accordance with the requirements of the AWS D1.1.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Comply with the requirements of Section 02260, SUPPORT OF EXCAVATION. Install and maintain decking at design elevations. Accessibility and decking surfaces and slopes shall be in accordance with ADAAG regulations.
- B. Mechanically laminate decking elements in panels not less than 5 feet wide.
- C. Fabricate, install, and maintain pedestrian bridges at design elevations and as shown on the approved Working Drawings and in accordance with local requirements. All profile grades and cross-slopes or other features required in an accessible path shall be provided and maintained to ADAAG requirements.
- D. Provide and maintain skid-resistant surface.
- E. If asphalt or asphaltic concrete is used on decking, mechanically bond asphalt or asphaltic concrete to decking.
- F. Maintain decking free of snow, ice, water, mud, and debris.
- G. Place premixed asphaltic patching material to provide smooth transitions between existing pavement surfaces and decking and between existing pavement surfaces and pedestrian bridges, and elsewhere as required to provide proper drainage and prevent ponding of water.
- H. As removal of pavement and sidewalk progress, furnish and install barricades in accordance with Section 01560, TEMPORARY BARRIERS AND ENCLOSURES, and requirements of the Jurisdictional Authorities.

- I. Install wooden fence as specified in Section 01560, TEMPORARY BARRIERS AND ENCLOSURES, along sides of decked areas for pedestrian walkways where such walkways are adjacent to open areas, staging/storage areas, and other areas used by the Contractor. Paint barricades and fences and maintain in good repair as specified in Section 01560, TEMPORARY BARRIERS AND ENCLOSURES.
- J. Erect and maintain load limit and other signs as specified in Section 01580, PROJECT SIGNS, to restrict loading on decking so that it does not exceed maximum design loading.
- K. Remove temporary decking along with support systems when no longer required. Comply with the requirements of Section 02260, SUPPORT OF EXCAVATION, when removing support system.

3.2 FIELD QUALITY CONTROL

- A. Allowable tolerances:
 - 1. Maintain surface elevations at abutting elements within plus or minus 1/4 inch.
 - 2. Do not allow horizontal gaps to exceed 3/8 inch or ADAAG requirements whichever is more stringent.
 - 3. All profile grades and cross-slopes, curb ramps, ramps, or other features required in an accessible path shall be provided and maintained to ADAAG requirements
- B. Skid-Resistant Surface. Provide skid-resistant surface having a Skid Number at 30 mph (SN 30) of no less than 35 when measured in accordance with ASTM E274, and skid resistance shall be in accordance with ADAAG regulations.
- C. Protect existing vegetation, structures, utilities and improvements.

3.3 VENTILATION

- A. When excavations are decked, provide ventilation as required by the applicable code requirements and Jurisdictional Authorities. Provide ventilation, which meets specified safety requirements as described in Section 01114, SAFETY/ENVIRONMENTAL REQUIREMENTS.

3.4 ILLUMINATION

- A. In areas covered by decking, supply and maintain illumination of sufficient intensity to permit safe and expeditious conduct of all phases of construction and inspection of support system, lagging, bracing, and utilities maintained in place.
- B. Provide illumination, which meets specified safety requirements as described in Section 01114, SAFETY/ENVIRONMENTAL REQUIREMENTS.

END OF SECTION

SECTION 01560
TEMPORARY BARRIERS AND ENCLOSURES

PART 1 – GENERAL

1.1 SUMMARY

- A. All work shall be completed during non-revenue service hours, temporary barriers and enclosures are not required for this contract.

1.2 GENERAL

- A. NA

1.3 SUBMITTALS

- A. NA

1.4 TEMPORARY FENCES

- A. NA

1.5 TREE AND PLANT PROTECTION

- A. NA

1.6 PROTECTION OF UTILITIES

- A. NA

1.7 PROTECTION OF EXISTING STRUCTURES AND IMPROVEMENTS

- A. NA.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. NA

PART 3 – EXECUTION

3.1 INSTALLATION

- A. NA

END OF SECTION

SECTION 01570
TEMPORARY CONTROLS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes security, site, environmental, construction noise, vibration, pollution abatement, use of explosives, controls and management of historical and scientific specimens, required to allow construction to proceed.

1.2 REFERENCES

- A. U.S. Code, Title 42 (The Public Health and Welfare):
 - 1. Chapter 15B (Air Pollution Control), Section 1857, et seq., as amended by Pub. L. 91-604)
 - 2. U.S. Code, Title 33 (Navigation and Navigable Waters):
 - 3. Chapter 26 (Water Pollution Prevention and Control), Section 308 (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500)

1.3 SUBMITTALS

- A. Submit the following for approval 60 Days prior to start of construction in accordance with Section 01330, SUBMITTAL PROCEDURES, and with the additional requirements as specified for each:
 - 1. All necessary Working Drawings, specifications, permits, and certifications necessary to comply with local Jurisdictional Authority's erosion and sediment control statues, ordinances, and requirements including, but not limited to current DC Standards and Specifications for Soil Erosion and Sediment Control (DC E&S).
 - 2. Required evidence that the governing air pollution criteria will be met. These criteria and related documents will be retained by the Authority for on-Site examination by FTA as applicable.
 - 3. Program for pollution control prior to beginning operations
 - 4. Proposed haul routes.
 - 5. Plan indicating monitoring locations, including the timing of monitoring measurements to be taken at the construction Site boundaries and at nearby residential, commercial, and industrial property lines.
 - 6. Report articles of historical or scientific value.

1.4 SITE SECURITY

- A. Watchmen: Employ watchmen in adequate numbers to safeguard the Site during non-working hours, night-shift operations, and holidays. If the Authority at any time determines the staff insufficient or incompetent, personnel increases or replacements shall be provided immediately at no additional cost to the Authority.

1.5 EROSION AND SEDIMENT CONTROL

- A. Erosion and sediment materials: No erosion or sediment materials shall be allowed to enter natural or man-made water or sewage removal systems. Erosion materials from excavations,

borrow areas, or stockpiled fill shall be contained within the Site. Develop methods to control waste and erosion including such means as filtration, settlement, and manual removal.

- B. Comply with and provide all necessary drawings, specifications, permits, and certifications necessary to comply with local Jurisdictional Authority's erosion and sediment control statutes, ordinances, and requirements including, but not limited to current DC Standards and Specifications for Soil Erosion and Sediment Control (DC E&S).

1.6 POLLUTION ABATEMENT

- A. Conduct operations in a manner to minimize pollution of the environment surrounding the area of work. Specific controls shall be applied as follows:
 - 1. Material transport: Trucks leaving the Site and entering paved public streets shall be cleaned of mud and dirt clinging to the body and wheels of the vehicle. Trucks arriving and leaving the Site with materials shall be loaded so as to prevent dropping materials and debris on the streets. Trucks carrying dirt from the Site shall have their loads covered to minimize fugitive dust. Maintain a suitable vehicle cleaning installation and inspection installation with permanent crew for this purpose. Spills of materials in public areas shall be removed immediately.
 - 2. Waste materials: No waste materials shall be allowed to enter natural or man-made water or sewage removal systems. Develop methods to control waste including such means as filtration, settlement, and manual removal.
 - 3. Burning: No burning of waste will be allowed without written permission from the Authority. When permission is granted, burning shall be conducted in accordance with the regulations of the Jurisdictional Authority. Submit request to the affected jurisdiction for approval.
 - 4. Dust control: By water sprinkling or by other approved methods, continuously control dust generated by construction operations.
 - 5. Noise control: Refer to Article 1.08 below.
 - 6. Submit evidence that the governing air pollution criteria will be met. These criteria and related documents will be retained by the Authority for on-Site examination by FTA as applicable.
 - 7. Submit a program for pollution control that is in compliance with the Air Act and the Water Act prior to beginning operations.
 - 8. Clean air and water:
 - a. The Contractor agrees as follows:
 - (1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this Contract.
 - (2) That no portion of the Work required by this Contract will be performed in a Facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was awarded unless and until the EPA eliminates the name of such Facility or Facilities from such listing.
 - (3) To use its best management practices to comply with clean air standards and clean water standards at the Facility in which or Site on which the Work is being performed.

- b. The terms used in this Article have the following meanings:
- (1) The term Air Act means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604).
 - (2) The term Water Act means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500).
 - (3) The term Clean Air Standards means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions or other requirements which are contained in, issued under or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
 - (4) The term Clean Water Standards means any enforceable limitation, control, condition, prohibition, standard or other requirement, which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
 - (5) The term compliance means compliance with Clean Air or Water Standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the EPA or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
 - (6) The term Facility means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by Contractor or Subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant installation, or structure, the entire location or site shall be deemed to be a Facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent Facilities are co-located in one geographical area.

1.7 ENVIRONMENTAL CONTROL

- A. Maintain temperature and humidity to protect the Work in progress and in place, as well as permanent equipment and materials, stored and installed, against damage from heat, cold, and dampness and take such steps as necessary to protect such work from other adverse conditions.

1.8 CONSTRUCTION NOISE CONTROL

- A. Noise control: Take every action possible to minimize the noise caused by construction operations. When required by Jurisdictional Authorities, noise producing work shall be performed in less sensitive hours of the day or week as directed. Noise produced by the Work shall be maintained at or below the decibel levels specified and within the periods specified.

1. Protection of the public and employees:

- a. Noise abatement measures and precautions shall be taken in order to reduce exposure to noise. Permissible noise exposure shall be calculated in accordance with the procedures established under the Walsh-Healy Public Contracts Act. Sound levels for public noise exposure due to construction will be measured at the property line of adjacent residential,

commercial, or industrial property or at the property line of the public right-of-way, or 50 feet from the noise source, whichever is greatest, when work is in progress in the public right-of-way, while construction work is in progress. Employee noise exposure levels shall be measured at the employees' normal workstation. In either case sound levels shall not exceed the following:

Exposure per Day (hours)	Sound Level (dBA)
8	90
6	92
4	95
3	97
2	100
1-1/2	102
1	105
1/2	110
1/4 or less	115

- b. Repetitive impact noises in the receiving property shall not exceed the following dB limitations:

Duration of Impact Noise	Commercial or Residential Zone	Industrial Zone
More than 12 minutes in any hour	70	77
Less than 30 seconds in any hour	85	92
Less than 3 minutes in any hour	80	87
Less than 12 minutes of any hour	75	82

- c. In underground or tunnel construction work, where the above requirements may not be obtained, provide individual auditory protection.
2. Definitions: The following definitions shall be used in differentiating mobile equipment from stationary equipment:
- a. Mobile construction equipment: Any motorized vehicle powered by an internal combustion engine or electric drive, which is capable of being operated as a vehicle either on the construction Site or in the public right-of-way.
 - (1) Construction equipment is mobile equipment any time it is operated in an automotive mode when performing construction tasks. Such equipment includes compactors, paving machines, front-end loaders, back hoes, scrapers, pavers, ditchers, and trucks.
 - (2) Some construction equipment while in transit may have the characteristic of mobile equipment, but for the purposes of this definition are not to be so considered. Such equipment includes generators, power shovels, cranes, pile drivers, drilling rigs, concrete mixers, pumps, trash compactors, bar benders, and other similar truck-mounted devices.

- b. Stationary construction equipment: Any device, tool, or other mechanical system powered by an internal combustion engine, pneumatic engine, or electric motor, which does not employ any of the above power sources for automotive propulsion for more than 10 minutes out of every working hour while engaged in construction tasks. Examples of such equipment include truck-mounted compressors, generators, power shovels, pile drivers, cranes, drilling rigs, concrete mixers, pumps, trash compactors, bar benders, augers, and other similar truck-mounted devices.

1.9 CONSTRUCTION VIBRATION CONTROL

- A. Do not cause or permit, beyond the property line of a source, vibration of sufficient intensity to cause another person to be aware of the vibration by such direct means as sensation of touch or visual observation of moving objects. The observer shall be located at or within the property line of the receiving property when vibration determinations are made. Prepare and submit in accordance with Section 01330, SUBMITTAL PROCEDURES, a plan indicating monitoring locations, including the timing of monitoring measurements to be taken at the construction Site boundaries and at nearby residential, commercial, and industrial property lines. Comply with vibration limitation requirements of environmental reports, if provided.

1.10 EXPLOSIVES

- A. The use of explosives for the performance of Contract work will not be permitted.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01580
PROJECT SIGNS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the requirements for Project signs that will be required at the Site during the construction of the Project.

1.2 PROJECT IDENTIFICATION SIGNS

- A. Furnish Authority Project identification signs in the locations at the Site selected by the Contracting Officer Representative.
- B. Sign size, content, lettering, and format for the large permanent-mount WMATA sign shall be as directed by the Authority and shall be shown on the Contractor's Working Drawings.
 - 1. Refer to WMATA Standard Drawings.
- C. Signs shall be installed 20 Days after Notice to Proceed is given, shall be maintained during the Work, and shall be removed upon the completion of the Project.

1.3 WARNING SIGNS AND INSTRUCTIONAL SAFETY SIGNS

- A. Provide "No Trespassing" signs, load limit on decking, and other warning and instructional safety aluminum signs with minimum 2-inch high Helvetica Medium style lettering and mount at locations on fencing/barriers/barricades/pedestrian bridges and on other areas as directed. Sign panel size and thickness shall be as directed. Mount the signs with stainless-steel cap screws with hex nuts and lock washers.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01610
BASIC PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in construction of the Project.
- B. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section 01630, PRODUCT SUBSTITUTION PROCEDURES.

1.2 DEFINITIONS

- A. As used herein, the term brand name includes identification of products by make and model. If items called for in the Contract Documents have been identified by a brand name or equal description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Contract Specifications identifying equal products including products of the brand name manufacturer other than the one described by brand name as specified in Section 01630, PRODUCT SUBSTITUTION PROCEDURES, will be considered if such products are clearly identified and are determined by the Designer and the Authority to meet fully the salient characteristics of the products specified in the Contract Documents.

1.3 SUBMITTALS

- A. Submit for review an initial product list with 30 Days of NTP in accordance with Section 01330, SUBMITTAL PROCEDURES. A written explanation for omissions of data and for known variations from Contract requirements shall be included.
- B. Submit for review and Approval a completed product list including a written explanation for omissions of data and for variations from Contract requirements within 30 Days after date of commencement of the construction work. Authority will notify Contractor of acceptance or rejection of the documentation within 21 Days of receipt of the submittal.
- C. Authority Acceptance of the product list does not constitute a waiver of the requirement that products comply with the Contract Documents.

1.4 QUALITY ASSURANCE

- A. Refer to Section 01470, QUALITY MANAGEMENT SYSTEM
- B. Provide products of the same kind from a single source.
- C. Except for required labels and operating data, the manufacturer's or producer's nameplates or trademarks shall not be attached or imprinted on exposed surfaces.
 - 1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service connected or power-operated equipment. The nameplate shall contain the following information and other essential operating data:
 - a. Name of product and manufacturer
 - b. Model and serial number

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All products shall be delivered, stored, and handled in accordance with the manufacturer's recommendations so as to prevent damage, deterioration, loss, or invalidation of the manufacturer's warranty.
- B. Schedule delivery to minimize storage at the Site and to prevent overcrowding of construction storage and staging areas.
- C. Coordinate the time of delivery with the installation schedule to ensure that hazardous, easily damaged, or those items sensitive to deterioration, theft, and other losses are stored for a minimum holding period.
- D. Though not a product deliverable, scaffolding maybe stored on-site as coordinated with the WMATA inspector.
- E. Products shall be inspected upon delivery by the Contractor to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected. Documentation noting the time, date, and manner of delivery shall be maintained by the Contractor. A statement attesting to the inspection of the products at time of delivery shall be included in the documentation signed by the Contractor's authorized representative.
- F. Products temporarily stored at the Site shall be done so in a manner that will facilitate inspection and measurement of quantity or counting of units. Heavy materials shall be stored in a manner that will not damage supporting construction. Products subject to damage by the elements shall be stored under cover in weather-tight enclosures with ventilation adequate to prevent condensation. Temperature and humidity shall be maintained within range required by manufacturer's instructions.

PART 2 – PRODUCTS

2.1 PRODUCT SELECTION

- A. Provide products that comply with the Contract Documents. All products to be installed in the Work shall be undamaged and, unless otherwise permitted, unused at the time of installation. Products shall include all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and suitable for the intended use.
- B. Unless otherwise specified, provide standard products of the type that have been produced and used successfully in similar situations on other Authority projects of a similar nature.
- C. Procedures governing product selection include:
 - 1. Where only a single product or manufacturer is named and the notation "no substitution is permitted" is included in the specification, provide the product indicated. No substitutions will be permitted.
 - 2. Where two or more products or manufacturers are named followed by the notation "no substitutions are permitted" is included in the specification, provide one of the products indicated. No substitutions will be permitted.
 - 3. Where the Contract Documents list products or manufacturers that are available and acceptable for incorporation into the Work, accompanied by the term "...or equal or ...or approved equal, the Contractor may propose any available product that complies with Contract requirements. Comply with the requirement of Section 01630, PRODUCT SUBSTITUTION PROCEDURES, to obtain approval for use of an unnamed product.

4. Where the Contract Documents list the salient features that explicitly describe a product or assembly and a brand name is not included, provide a product or assembly that provides the listed features and otherwise complies with the Contract requirements.
5. Where the Contract Documents explicitly require compliance with performance requirements, and the product complies with those requirements based on the manufacturer's recommended use of the product for the application indicated in the Contract Drawings (as evidenced in published product literature, or by the manufacturer's certification of performance), the Contractor shall submit the product for approval as incorporation into the Work.
6. Where the Contract Documents require only compliance with an imposed code, standard, or regulation, the Contractor may select a product that complies with the standards, codes, or regulations specified.
7. Visual Matching: Where specifications require matching an established item, the Authority's decision will be final on whether a proposed product matches satisfactorily. Where no product is available that adequately matches adjacent products or complies with the other specified requirements, comply with provisions of Section 01630, PRODUCT SUBSTITUTION PROCEDURES, for selection of an alternate product.
8. Where specified product requirements include the phrase ...as selected from manufacturer's standard colors, patterns, textures..., select a manufacturer that provides a range of colors in a product that meets all other Contract Document requirements. In this situation, standard shall imply regularly or routinely produced.

PART 3 – EXECUTION

3.1 PRODUCT LIST

- A. Prepare a product list in tabular form acceptable to the Authority showing products specified in the Contract Documents. Coordinate the timing of delivery of products on the product list with the Contractor's Project Schedule as specified in Section 01322, CONTRACT PROGRESS REPORTING, and Contract Document Submittal Log as specified in Section 01330, SUBMITTAL PROCEDURES. At a minimum, provide the following information for each product:
 1. Related specification Section number
 2. Generic name used in the Contract Documents.
 3. Proprietary name, model number, and similar designation
 4. Manufacturer's name and address
 5. Supplier's name and address
 6. Installer's name and address
 7. Projected delivery date and length of delivery period
- B. Within 14 Days of receipt of product list submittals, Contracting Officer Representative will notify the Contractor of Authority acceptance or rejection of the product list. If rejected, product list shall be corrected by the Contractor and resubmitted for review.

3.2 INSTALLATION OF PRODUCTS

- A. Comply with the manufacturer's instructions and recommendations, and WMATA design criteria and specifications, for installation of all products installed under this Contract unless otherwise specified. Products shall be accurately located, connected and aligned with other elements of the

Work, and securely installed in place. All exposed surfaces shall be clean as specified in Section 01740, CLEANING, and protected as necessary to prevent damage and deterioration as specified in Section 01723, PROTECTION OF ADJACENT CONSTRUCTION.

END OF SECTION

SECTION 01630
PRODUCT SUBSTITUTION PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Other requirements governing the Contractor's selection of products and product options are included under Section 01610, BASIC PRODUCT REQUIREMENTS.

1.2 DEFINITIONS

- A. Definitions used in the Section are not intended to change the meaning of other terms used in the approved Issued for Bid Drawings and Issued for Bid Specifications.
- B. Contractor requests for changes in products, materials, equipment, and methods of construction as required or specified by Contract Documents or in approved Issued for Bid Drawings and Issued for Bid Specifications are considered requests for substitutions. The following are not considered substitutions:
 - 1. Revisions to Contract Documents or approved Issued for Bid Drawings and Issued for Bid Specifications requested by the Authority.
 - 2. Specified options of products and construction methods included in Contract Documents or in approved Issued for Bid Drawings and Issued for Bid Specifications. Note that products submitted under an alternative or equal are not limited to provision are considered to be substitutions as specified in Section 00210, SUPPLEMENTARY INSTRUCTIONS TO PROPOSERS.
 - 3. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.3 SUBMITTALS

- A. Requests for substitution from the Contractor during design work will be considered by the Authority. Requests for substitution from the Contractor during construction will be considered by the Authority if received with adequate time to allow for Authority review and Approval without delaying the Project Schedule. Requests received that may delay the Project Schedule will be considered or rejected at the sole discretion of the Authority.
 - 1. Submit one electronic copy in Adobe (.PDF) file format of the Brand Name or Equal Form, Section 00433, BRAND NAME OR EQUAL FORM, for each request for substitution to the Contracting Officer Representative for consideration of the form and in accordance with procedures required for Change Order proposals as specified in Section 00748, CHANGES, as deemed appropriate by the Contracting Officer Representative.
 - 2. In each substitution request, identify the product and fabrication or installation method to be replaced. The related WMATA Standard Specification Section, Standard or RFP Drawing numbers, or approved Issued for Bid Drawing numbers shall be referenced in the submittal. Complete documentation showing compliance with the requirements for substitutions shall also be submitted including the following information as appropriate:

- a. Product Data, including drawings, fabrication, and installation procedures.
- b. Samples, where samples of the specified product are requested.
- c. A detailed comparison of significant qualities/salient features of the proposed substitution with those of the material or work specified. Significant qualities shall include elements such as size, weight, durability, performance, visual effect, code compliance, maintenance requirements, energy usage, and environmental considerations.
- d. Coordination information, including a list of changes or modifications made necessary to other parts of the Work and to construction performed by the Authority or separate contractors.
- e. A statement indicating the substitution's effect on the Contractor's Construction Schedule. Indicate the effect of the proposed substitution on overall Period of Performance.
- f. Cost comparison between the product specified and the requested substitution, including a proposal of the net change, if any in the Contract Price.
- g. Certification by the Contractor that the substitution proposed is equal to or better in every respect to that required under the Contract, and that the product will perform as intended. Include a waiver of rights to additional payment or time that may subsequently become necessary should the product fail to perform adequately, or because of changes to other work were required as a consequence of the substitution.
- h. Failure by the Contractor to include the above requirements in the submittal may be cause for rejection of the submittal in its entirety.

1.4 If deemed necessary and within 14 Days of receipt of the submittal, the Contracting Officer Representative may request additional information or documentation that, in its sole judgment is required for the evaluation of the substitution request. Within 21 Days of receipt of the original substitution request or of requested additional information or documentation, the Contractor will be notified of acceptance or rejection of the proposed substitution. If a decision on the use of a proposed substitute cannot be made or obtained within the time allocated, the product specified by name in the Contract Documents or approved Issued for Bid Drawings and Issued for Bid Specifications shall be used.

1.5 SUBSTITUTION PROCEDURE

- A. The Contractor's request for substitution may be rejected by the Contracting Officer Representative if the substitution would involve:
1. Extensive revisions to Contract Documents.
 2. A proposed change not in keeping with the general intent of Contract Documents.
 3. An untimely request, not fully documented when submitted.
 4. A request that is directly related to an alternative or equal clause or similar language in the Contract Documents.
 5. A product or method of construction that could not be provided within the Period of Performance.
 6. A product or method of construction that could not be approved by a governing authority.

7. Additional responsibilities or expense to the Authority (including additional expenses for redesign and evaluation services, increased cost of related construction, and other similar considerations) that outweighs any advantage that is being offered to the Authority as a result of the substitution.
 8. A method of construction that cannot be provided in a manner that is compatible with other materials, the product cannot be coordinated with other materials, and a warranty cannot be provided for the product in accordance with the requirements of the Contract even though the Contractor expresses a willingness to certify that the apparent deficiencies can be corrected.
- B. Neither the Contractor's submittal nor the Authority's review or Approval of Shop Drawings, product data, or samples that relate to a substitution constitutes an Approval of the requested substitution. Submission of Shop Drawing, product data, or sample submittals does not relieve the Contractor from fulfilling Contract requirements for substitutions.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01711
ACCEPTANCE OF CONDITIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies basic requirements for determining acceptable conditions for installation.

1.2 SUBMITTALS

- A. One electronic copy of the pre-installation inspection records.

1.3 PREINSTALLATION INSPECTION REQUIREMENTS

- A. Prior to beginning construction work, the Contractor shall inform the Authority of buildings or structures on which it intends to perform work or which performance of the Project Work will affect.
- B. Conditional inspection of buildings or structures in the immediate vicinity of the Project, which may reasonably be expected to be affected by the Work, will be performed jointly by the Authority and the Contractor. This inspection will be conducted prior to the commencement of construction work to determine pre-existing conditions. After this inspection, the Authority will not assume any responsibility for damages arising from the Work performed and it shall be the responsibility of the Contractor to correct all damages caused by performance of the Contract Work.
- C. Examine substrates, areas, and conditions, with Authority personnel present, for compliance with requirements for installed tolerance and other conditions affecting performance. Record observations from the required pre-installation inspection.
- D. Where a written inspection report requires listing conditions detrimental to performance of the Work, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.

1.4 EXAMINATION

- A. General: Verify dimensions shown on existing work and dimensions required for work that is to connect with work not in place in accordance with Section 01721, LAYOUT OF WORK AND FIELD ENGINEERING.
- B. Existing Conditions
 - 1. The existence and location of Site improvements, above and below-ground utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of above and below-ground utilities, mechanical and electrical systems, and other construction affecting the Work. Verify the location and point of connection of utility services.
 - 2. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, water service pipes, and electrical services.

3. Furnish location data for work related to the Project that must be performed by public utilities serving the Project Site.
- C. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- D. Examine rough-in for mechanical and electrical systems to verify actual location of connections before equipment and fixture installation.
- E. Examine new and existing facilities for suitable conditions where products and systems are to be installed.

1.5 ACCEPTANCE OF CONDITIONS

- A. Examine substrates, areas, and conditions, with contract personnel present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine new and existing facilities for suitable conditions where products and systems are to be installed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Proceeding with work indicates acceptance of surfaces and conditions.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01721
LAYOUT OF WORK AND FIELD ENGINEERING

PART 1 –

PART 2 – GENERAL

2.1 SUMMARY

- A. This Section includes general procedural requirements for layout of work and field engineering including, examination, preparation, construction layout, installation, survey personnel, equipment and calibration requirements, survey standards, surveys procedures, and formats for figures and reports.

2.2 RELATED SECTIONS

- A. Section 01711 – ACCEPTANCE OF CONDITIONS

2.3 REFERENCES

- A. DIN (Deutsches Institut für Normung) 18723 – Specification for Theodolite Accuracy
- B. Federal Geodetic Control Committee (FGCC):
 - 1. Standards and Specifications for Geodetic Control Networks
- C. National Oceanic and Atmospheric Administration (NOAA):
 - 1. Manual National Ocean Survey (NOS), National Geodetic Survey (NGS) 3 Geodetic Leveling
- D. National Society of Professional Surveyors (NSPS)
 - 1. American Congress on Surveying and Mapping (ACSM).

2.4 SUBMITTALS

- A. Survey personnel qualification data: Resumé and proof of certification or registration for all project surveyors. Resumés shall include information to demonstrate their capabilities and experience. Include lists of three completed projects with owner, project names, project duration, project description, project addresses, and phone numbers for the Survey Manager and survey crew chiefs.
- B. Survey equipment: List of equipment and instruments to be used on the Project and include manufacturer specifications, date of purchase and last date of service for all instruments. Notify the Contracting Officer Representative when changes to equipment are made and submit an updated list of equipment and instruments.
- C. Electronic distance measuring instruments: All measurements, computations, and results from the required calibration exercise.
- D. Procedures for Control Surveys, Structural As-built Surveys, Movement Detection Surveys, Early Alignment As-built Surveys, and Hi-Lo Surveys, Post Construction Alignment As-built Surveys and Final Trackway Monumentation Surveys.
- E. Horizontal and vertical trackway alignment revisions with supporting calculations and data.
- F. Supporting documents, calculations, and data for required remedial actions.

- G. Numbering sequence for trackway vertical control monumentation.
- H. Log of layout control work. Record deviations from required lines and levels.
- I. Survey data reduction and calculations for Bid Schedule items of work.
- J. Post construction Monument Record Sheets.

2.5 QUALITY ASSURANCE

A. Refer to Section 01470, QUALITY MANAGEMENT SYSTEM

B. Survey Personnel

1. Ensure that all personnel are qualified to perform the Work.
2. Provide a Survey Manager to plan, execute, and verify all survey work (or survey work as established by the Contracting Officer Representative).
3. The Authority may choose to withhold payment for all construction work if the Contractor fails to provide qualified survey personnel.
4. All personnel performing or assisting in survey activities, including construction layout, shall be Certified Survey Technicians (CST) by and through the National Society of Professional Surveyors (NSPS) - American Congress on Surveying and Mapping (ACSM).
 - a. Each member of the Contractor's survey staff shall be certified in one or more of the Certified Survey Technician levels when assigned to a WMATA project. There are four levels of certification in the CST program. Certification is by experience and examination. Refer to NSPS Figure 1.05-1 for the levels of the CST Program.
 - b. The Authority will accept registration as a Land Surveyor or Property Line Surveyor, in Virginia, Maryland, or the District of Columbia in lieu of CST certification.
 - c. Survey consultants hired by the Contractor to provide survey services are bound by the same CST requirements contained in the Contract.
 - d. Surveyors working under the direction of a Licensed Surveyor or Property Line Surveyor are not exempt from the CST requirement.
 - e. Use of craft personnel as substitute for temporary survey staff is not acceptable unless they are a Certified Survey Technician.
 - f. With concurrence by the Contracting Officer Representative and WMATA Quality Assurance Manager, a Contractor's surveyor without CST certification may temporarily work on a WMATA contract prior to taking the CST exam, if the surveyor:
 - (1) Fulfills the minimum education and or experience requirements for the position held as described in the CST Program Book.
 - (2) Submits a copy of the CST application to the Contracting Officer Representative along with other documentation of education and or work experience.
 - (3) Is scheduled to take the next available CST exam.

- (4) Requests in writing, a temporary waiver of the CST requirement pending the outcome of the results of the CST exam with the understanding that failure to pass the CST exam will result in said surveyor's removal from the WMATA Contract.

PART 3 – PRODUCTS (not used)

PART 4 – EXECUTION

4.1 GENERAL REQUIREMENTS

- A. The Authority has established, or will establish, such general reference points including horizontal control points and vertical benchmarks as will enable the Contractor to proceed with the Work. If the Contractor finds that previously established reference points have been destroyed or displaced, or that none have been established, it shall promptly notify the Contracting Officer Representative.
- B. The Contractor shall lay out its work from reference points established by previous construction or from established reference points shown in the Contract and shall be responsible for all measurements in connection therewith. The Contractor shall furnish stakes, templates, platforms, equipment, tools, materials, and labor as may be required in laying out any part of the Work from the reference points established by previous construction or by the Authority. The Contractor will be held responsible for the execution of the Work to such lines and grades as directed.
- C. Protect and preserve the established reference points and shall make no changes in locations without approval by the Authority. Reference points lost, disturbed by construction, destroyed, or which require shifting because of necessary changes in grades or locations shall, subject to prior approval, be replaced and accurately located at the Contractor's expense by a registered surveyor in the area where the Work is to be performed or a qualified certified survey technician (CST Level IV). Reference points replaced by the Contractor's surveyor shall be done in accordance with the FGCC Standards and Specifications for Geodetic Control Networks using First Order, Class 1 specifications for horizontal control work and Second Order, Class 1 specifications for vertical control work.
- D. For the purpose of this Section, the Contractor shall provide competent engineering services as necessary to execute the Work. It shall verify the dimensions shown before undertaking construction work and shall be responsible for the accuracy of the finished Work.

4.2 EXAMINATION

- A. General: Dimensions shown on existing work and dimensions required for work that is to connect with work not in place shall be verified by the Contractor by actual measurement of the existing work. Discrepancies between the Contract Documents and the existing conditions shall be referred to the Contracting Officer Representative before work affected thereby has been performed.
 1. The Contractor shall compare drawings and verify the dimensions before laying out the Work and shall be responsible for errors, which might have been avoided thereby.
 2. Dimensions and descriptions given on the Contract Documents for adjacent work shall be verified by the Contractor. It is the responsibility of the Contractor to verify all as-built conditions and interface information by actual field measurement.

- B. Existing Conditions: The existence and location of site improvements, utilities, both underground and above ground, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work. Call Miss Utility at 1-(800) 257-7777 before beginning any excavation or demolition project.
 - 1. Before construction, verify the location and points of connection of utility services and the locations and invert elevations at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project Site.
- C. Acceptance of Conditions: In accordance with Section 01775, CLOSEOUT.

4.3 PREPARATION

- A. Existing Utility Information: Furnish information to local Utility and the Contracting Officer Representative that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate and obtain approval from authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Authority or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify the Contracting Officer Representative and Utility representative not less than five working days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without written permission from the Utility and the Authority.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Design Drawings.
- E. Review of Contract Documents and Field Conditions: Immediately upon discovery of the need for clarification of the Contract Documents, submit a Request for Information to the Contracting Officer Representative. Include a detailed description of the problem encountered, together with recommendations for changing the Contract Documents.

4.4 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on the Issue for Construction Drawings. If discrepancies are discovered, notify Contracting Officer Representative promptly.
- B. General: Engage qualified Certified Survey Technician(s) to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each stage of construction and elsewhere as needed to locate each element of the Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Issue for Construction Drawings to obtain required dimensions.

3. Inform installers of lines and levels to which they must comply.
 4. Check the location, level, and plumb, of every major element as the Work progresses.
 5. Notify the Contracting Officer Representative when deviations from required lines and levels exceed allowable tolerances.
 6. Close Site surveys with an error of closure equal to or less than the standard established or referenced herein.
- C. The tolerances generally applicable in setting survey stakes or marks shall be as set forth below. These tolerances shall not supersede stricter tolerances required by the Issue for Construction Drawings or Specifications, and shall not otherwise relieve the Contractor of responsibility for measurements in compliance therewith. The tolerances listed below are not to be used for setting or re-establishing primary and secondary control markers or final alignment monumentation.
1. Tolerances: Tolerances in setting survey stakes or markers shall not exceed the following:

<u>Horizontal Survey Stakes or Markers</u>	<u>Distance</u>	<u>Tangent</u>
Horizontal marks on hubs on centerline and offset centerlines.	1:35,000	0.02 ft.
Intermediate stakes or hubs on centerlines and offset centerlines.	1:35,000	0.02 ft.
Rough excavation and embankment for roads and other work not otherwise provided.	1:10,000	0.50 ft.
Trimming of excavation and embankment unless otherwise provided.	1:10,000	0.50 ft.
Structures-Building construction.	1:35,000	0.02 ft.
Trimming or preparation of earth subgrade for trackbeds, roadways, and concrete pipes.	1:20,000	0.04 ft.
Trackbed and roadway sub-base and base, steel pipe and other work not otherwise provided for.	1:20,000	0.04 ft.
Track invert and roadway surfacing, steel reinforcement, concrete pipe and other formed concrete.	1:35,000	0.02 ft.

Vertical Grade Stakes or Markers	Elevation (Plus/Minus)
Rough excavation and embankment for roads and other work not otherwise provided.	0.20 ft.
Trimming of excavation and embankment unless otherwise provided.	0.20 ft.
Structures-Building construction.	0.01 ft.
Trimming or preparation of earth sub-grade for trackbeds, roadways, concrete pipe and other concrete structures.	0.05 ft.
Trackbed and roadway sub-base and base, steel pipe and other work not otherwise provided for.	0.05 ft.
Track invert and roadway surfacing, steel reinforcement, concrete pipe and other formed concrete.	0.02 ft. (Track invert only minus 0.00 ft. high, plus 0.04 ft. low)
Equipment Installation.	As required by manufacturer.

- D. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- E. Building Lines and Levels: Locate and lay out control lines and grades for structures, building foundations, column grids, and floor grades, including those required for mechanical and electrical work. Transfer survey reference line markings and elevations for use with control lines and grades. Level foundations and piers from two or more locations.
- F. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available to the Contracting Officer Representative upon request.

4.5 FIELD ENGINEERING

- A. Identification: Authority will provide and identify existing benchmarks and control points to be used for the duration of the Contract.
- B. Reference Points: Locate existing and verify by field traverse permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent primary benchmarks, deep benchmarks, and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval by the Contracting Officer Representative. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to the Contracting Officer Representative before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain permanent secondary control points on Project Site, referenced to data established by survey control points. Comply with WMATA Standard Drawing for Survey Monuments.

1. Record benchmark locations, with horizontal and vertical data, on record copy of Issued for Construction Drawings.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. When the Contract Specifications require Price Proposal Schedule items of work to be measured by surveying methods, perform all such surveys, including control surveys run for establishing the measurement reference lines. Perform all survey data reduction and calculations and supply the reduced survey data in an understandable and readable format.

4.6 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level unless otherwise specified.
- B. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for uniform spacing.
- C. The Contractor's surveys are a part of the Work and may be checked by the Authority at any time. The Contractor shall be responsible for lines, grades, or measurements which do not comply with specified or proper tolerances, or which are otherwise defective, and for any resultant defects in the Work. The Contractor will be required to conduct re-surveys or check surveys to correct errors indicated by review of the Work.

4.7 SURVEY EQUIPMENT AND CALIBRATION REQUIREMENTS

- A. Survey Equipment: All electronic distance measuring instruments (or total station theodolites) shall be checked by the Contractor against a National Geodetic Survey (NGS) range of known distances at least once every 6 months.
1. All distance measurements shall be computed using the procedures in NOS NGS-10, Use of Calibration Base Lines. The actual measurements shall be recorded, atmospheric corrections applied, and then adjusted by least squares to compute a constant, as well as, a relative correction factor (scale correction).
 2. National Geodetic Survey has established specific calibration baselines for the purpose of comparing survey equipment to known monumentation to verify the instruments vertical angles, horizontal angles, and difference in elevation for compliance with the manufacturer's specifications. Verification of angle measurement and difference in elevation shall only be done by the Contractor if all other methods of verification acceptable to the Authority have been exhausted.
 3. Bring each electronic distance meter (EDM) or total station theodolite to the Corbin, VA Geomagnetic observatory (phone 703-373-7605) or similar NGS facility and compare their instrument(s) to known NGS values whenever there is any question as to the correct operation, accuracy and functionality of the Contractor's survey equipment. Minimally, this will be done every 6 months or after a damaged instrument has been repaired and before it is put back in service. The Contractor shall supply the Contracting Officer Representative with all appropriate documentation from this exercise.

4. All total station distance measuring devices and prisms shall be serviced every 6 months and checked frequently over lines of known distances. Generally, this exercise shall be conducted in the spring and fall.
5. Results of this calibration exercise shall be forwarded to the Authority. Correction factor's shall be posted in the Contractor's office computing area and applied as required to maintain the desired accuracy.
6. Adjustment and certification documents from a supplier or manufacture are not allowed as a substitution for the distance calibration exercise at a NGS or similar facility.
7. Records of instrument calibration and adjustment shall be maintained as a part of the Contractor's quality control program.
8. Use of the NGS baseline for checking distances is not intended to take the place of normal maintenance, cleaning, and adjustment of the Contractor's instruments.
9. Every 6 months, or whenever the difference between direct and reverse readings of the theodolite depart from 180 degrees by more than 30 seconds, the instrument shall be adjusted for collimation error. Readjustment of the crosshairs and level bubble shall be done whenever their maladjustments affect the instrument reading by the amount of the least count.
10. Instruments found to be in disrepair or out of adjustment shall be removed and repaired or replaced.
11. All steel tapes shall be compared with the Contractor's EDM at least every 6 months. The Contractor shall number all tapes and measuring chains, record comparisons, compute correction factors, and forward to the Authority upon request or whenever equipment is changed. In addition, tape correction information shall be posted in the Contractor's office computing area and applied as required to maintain the desired accuracy.
12. Provide and maintain the ability in-house to check and adjust all tribrachs for eccentricity. Adjustment checks shall be made weekly or as necessary. A record of adjustments to all tribrachs shall be kept current and made available to the Authority monthly or upon request. Each tribrach shall be numbered and tagged with the date of the last adjustment.

4.8 SURVEY STANDARDS

- A. Maintain accuracy standards for all control surveys performed under the terms of this Contract in accordance with the following table:

Primary horizontal control surveys	First order
Primary vertical control surveys	Second order, Class I
Secondary horizontal control surveys	Second order, Class I
Secondary vertical control surveys	Second order, Class II

1. Primary control is defined as the original control provided to the Contractor at the start of the Contract. Secondary control is defined as the control established and used by the Contractor during construction. All secondary control traverse stations shall be set with permanent markers.
2. Control surveys and computations including surveys of main control lines to determine alignment of major structure components shall be performed in accordance with Second Order Class I requirements.

3. Unless specified, the Contractor will not be required to perform First-Order survey work unless Contractor destroys primary control points included in the Contract Documents or set by WMATA after Contract NTP. GPS shall not be used by the Contractor to re-establish destroyed primary control unless approved by the Contracting Officer Representative.
 4. The Contractor should expect all primary or secondary horizontal control traverses they perform to meet a 1:50,000 distance accuracy closure. All vertical control traverses shall have a closure accuracy that does not fall below that specified for Second Order, Class II surveys.
 5. Survey procedures and accuracy are a function of the types of survey that is being performed. The Contractor is responsible for ensuring the use of proper procedures to maintain accuracy requirements contained in the Contract.
 6. Use the closed traverse method in setting controls by starting at and ending at known or previously established traverse stations and benchmarks.
 7. All distances over 100 feet shall be measured by the use of electronic distance measuring instrument (EDMI). Critical distances under 100 feet shall be checked with a distance meter.
- B. Horizontal Traverse
1. Conventional traverse work shall be performed in accordance with the requirements defined in the FGCC Standards and Specifications for Geodetic Control Networks, Federal Geodetic Control Committee.
 2. All survey field data shall be provided to the Authority upon request in a Star*Net digital input file format.
 - a. All reduced horizontal traverse measurements shall be provided in a set reduction report in an ASCII text file format which clearly lists the following data:
 - (1) Individual observations in an orderly format along with the mean angle from each direct and reverse observation.
 - (2) Horizontal angle mean, vertical angle mean and slope distance mean for each set of observations.
 - (3) Standard deviation of the observations, and maximum, minimum, range and collimation error for each set of observations. Refer to Figure 3.08-1 for a sample set reduction report.
 3. Accuracy requirements:
 - a. First Order control surveys:
 - (1) Horizontal and vertical angle circle reading observation accuracy (standard deviation) of 0.5 seconds (DIN 18723) and read to 0.1 of a second.
 - (2) Occupied station centering (eccentricity) accuracy of 1 mm.
 - (3) Electronic distances measuring accuracy (standard deviation) of 1 mm plus or minus 1 ppm and read to 0.001 feet.
 - b. Second Order control surveys:
 - (1) Horizontal and vertical angle circle reading observation accuracy (standard deviation) of 1.0 second (DIN 18723) and read to 1.0 second or less if possible.
 - (2) Occupied station centering (eccentricity) accuracy of 1 mm.

- (3) Electronic distances measuring accuracy (standard deviation) of 2 mm plus or minus 2 ppm and read to 0.001 feet.
- (4) All horizontal traverse adjustments shall be performed using a minimally constrained Least Squares adjustment method which will produce the following output:
 - (a) Summary of unadjusted input observations
 - (b) Statistical summary
 - (c) Chi Square test
 - (d) Adjusted observations and residuals
 - (e) Residual summary
 - (f) Adjusted bearings and horizontal distances (grid and ground)
 - (g) Horizontal unadjusted traverse closures
 - (h) Adjusted coordinates
 - (i) Convergence angles and grid factors at stations
 - (j) Standard deviations, error propagation and error ellipses
- (5) All horizontal traverse adjustment results shall be provided to the Authority upon request.

C. Vertical Traverse

1. Differential leveling shall be performed in accordance with the requirements for Second-Order, Class I geodetic leveling surveys as defined in the Standards and Specifications for Geodetic Control Networks, Federal Geodetic Control Committee (FGCC), and NOAA Manual NOS NGS 3 Geodetic Leveling, National Geodetic Survey (NGS).
 - a. The survey Subcontractor shall provide documentation of staff calibration, which includes certificates for expansion coefficient and length calibration.
2. All reduced vertical traverse data shall be provided to the Authority upon request in a Star*Net-Lev digital input file format.
 - a. All vertical traverse data shall be provided as a data reduction report in an ASCII text file format, which clearly lists the following data:
 - (1) Individual observations with the point identifier,
 - (2) Distance from instrument to staff (rod) for each observation,
 - (3) Backsight staff (rod) reading and foresight staff (rod) reading,
 - (4) Number of measurements taken and standard deviation per staff (rod) reading.
 - (5) Cumulative station differences.
3. Accuracy Requirements:
 - a. Differential leveling observation accuracy (standard deviation) of 0.4 mm and read to 0.0001 feet.

4. The Contractor may use electronic digital levels and bar coded leveling staffs. The use of leveling staffs with ground plate (turning turtle) is required.
5. Use calibrated invar staffs (level rods) for all control work including final vertical monumentation installation.
6. Use semi-precise level rods or equal equipment for level work.
7. All vertical traverse adjustments shall be performed using a minimally constrained Least Squares adjustment method after a vertical traverse meets the minimum closure requirements referenced herein.
8. All vertical traverse adjustment results shall be provided to the Authority upon request.

4.9 SURVEYS AND PROCEDURES

A. Control Surveys

1. Verify Project primary control monumentation and provide adjustment computations to the Contracting Officer Representative.
2. Replace primary control monuments that have been destroyed or damaged and provide adjustment computations to the Contracting Officer Representative.
 - a. Provide Monument Record Sheets to the Contracting Officer Representative.
3. Establish secondary control monumentation along the Authority's construction project and provide adjustment computations to the Contracting Officer Representative.
 - a. Horizontal and vertical control discs shall be installed in accordance with WMATA Standards.
 - b. Horizontal and vertical control discs set on direct fixation trackways shall be recessed to protect them from disturbance.
 - c. Provide Monument Record Sheets to the Contracting Officer Representative.

B. Structural As-Builts

1. General Requirements: Structural as-builts are required to check for out-of-tolerance construction, which may impact other structures or compromise train clearances along the trackway.
 - a. All methods, equipment and procedures used by the Contractor to perform structural checks shall be approved by the Contracting Officer Representative prior to commencement of the Work.
 - b. This survey data must be analyzed by the Contractor and the Authority for compliance with construction and rail tolerances.
 - c. This survey data must be analyzed by the Contractor and the Authority to determine what remedial action, if any, may be required to address out-of-tolerance construction and the impact of structural misalignment on the final placement of other structures and rail.
 - (1) If the survey data reveals out-of-tolerance construction, which will impact the placement of other structures along the trackway, the Contractor shall take appropriate remedial action to comply with the Issued for Construction Drawings and Specifications.

- (a) If minimally out-of-tolerance, perform horizontal and vertical alignment revisions to minimize the impact of the misalignment on the future placement of adjoining structures and rail along the trackway.
 - (b) If significantly out-of-tolerance and an acceptable alignment revision cannot be used to compensate for out-of-tolerance construction, then demolish and remove the structure and re-install.
 - (2) All alignment revisions and remedial actions shall be approved by the Contracting Officer Representative prior to commencement of the Work.
2. Verify existing primary horizontal and vertical controls and re-establish, if destroyed or disturbed, and provide adjustment computations to the Contracting Officer Representative.
3. Provide Monument Record Sheets to the Contracting Officer Representative.
4. Establish a secondary horizontal and vertical control system on the Authority's structures and reference to the approved project primary horizontal and vertical control system. The secondary control system established on or within trackway structures shall be used for detailed cross sections, Hi-Lo surveys and placement of final trackway monumentation. The secondary control system shall be adequately referenced so it can be readily recovered. Horizontal and vertical control discs shall be installed in accordance with WMATA standard.
 - a. Horizontal and vertical control discs set on direct fixation trackways shall be recessed to protect them from disturbance.
 - b. Provide Monument Record Sheets to the Contracting Officer Representative.
5. Verify structural concrete placement for compliance with Issued for Construction Drawings and Specifications, and provide the final results to the Contracting Officer Representative when requested.

C. Post Construction Alignment As-built Surveys

1. General Requirements: Post construction alignment as-built surveys are required to check trackway structures for compliance with Issue for Construction Drawings and Specifications and to check for out-of-tolerance construction, which may impact train clearance tolerances.
2. All methods, equipment, and procedures used by the Contractor to perform post construction alignment as-built surveys shall be approved by the Contracting Officer Representative prior to commencement of the Work.
 - a. This survey data must be analyzed by the Contractor and the Authority for compliance with construction and rail tolerances.
 - b. This survey data must be analyzed by the Contractor and the Authority to determine what remedial action, if any, may be required to address out-of-tolerance construction and the impact of structural misalignment on the final placement of the rail.
 - (1) If the survey data reveals out-of-tolerance construction, which will impact the placement of other structures along the trackway, the Contractor shall take appropriate remedial action to comply with the plans and specifications.
 - (a) If minimally out-of-tolerance, perform horizontal and vertical alignment revisions to minimize the impact of the misalignment on the future placement of adjoining structures and rail along the trackway.

- (b) If significantly out-of-tolerance and an acceptable alignment revision cannot be used to compensate for out-of-tolerance construction, then demolish and remove the structure and re-install.
- (2) All alignment revisions and remedial actions shall be approved by the Contracting Officer Representative prior to commencement of the Work.
- 3. Verify existing primary horizontal and vertical controls and re-establish, if destroyed or disturbed, and provide adjustment computations to the Contracting Officer Representative for approval. Provide Monument Record Sheets to the Contracting Officer Representative.
- 4. Establish a secondary horizontal and vertical control system on the Authority's structures and reference to the approved project primary horizontal and vertical control system. The secondary control system established on or within trackway structures shall be used for detailed as-built cross sections, hi-lo surveys, and placement of final trackway monumentation. The secondary control system shall be adequately referenced so it can be readily recovered.
 - a. Horizontal and vertical control discs shall be installed in accordance with WMATA Standards.
 - b. Horizontal and vertical control discs set on direct fixation trackways shall be recessed to protect them from disturbance.
 - c. Provide Monument Record Sheets to the Contracting Officer Representative.
- 5. Provide a report to the Contracting Officer Representative comparing the as-built location of the structure to the plan location as well as the theoretical dynamic outline of the train along the tunnels, retained areas, and aerial structures.
 - a. These cross sections must show computed clearances between the as-built location of the structure as well as the theoretical dynamic outline of the train.
 - b. This data must be analyzed by the Contractor and the Authority for compliance with construction and train clearance tolerances.
 - c. This data must be analyzed by the Contractor and the Authority to determine what remedial action, if any, may be required to address out-of-tolerance construction and the impact of structural misalignment on the final placement of the tracks.
- 6. Install and reference all permanent, secondary, and final monumentation required for construction, trackwork, and other systemwide facilities.
 - a. Provide Monument Record Sheets to the Contracting Officer Representative.
- 7. Coordinate the post construction alignment as-built survey work with the Contracting Officer Representative.

4.10 FIGURES AND REPORT FORMATS

Figure 1.05-1

Levels of the Certified Survey Technician Program

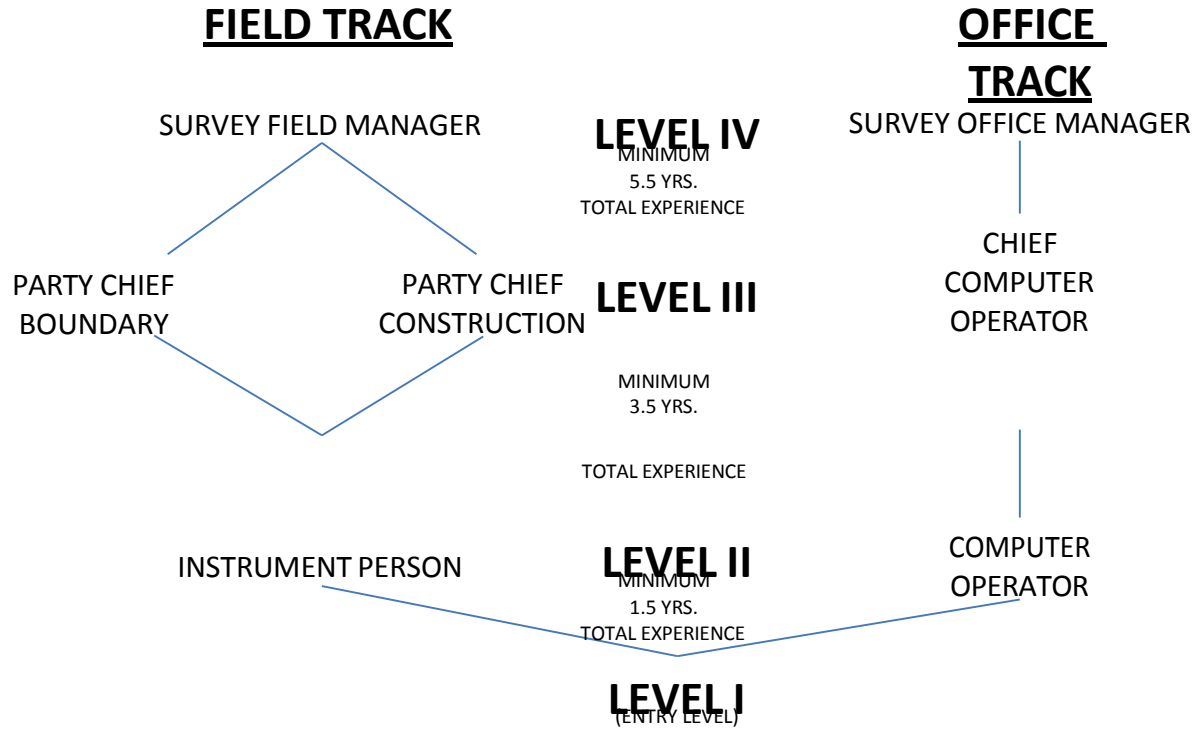


Figure 3.08-1

TRAVERSE SET REDUCTION

PR:METRO2.PRJ DT:05/01/01 ID:METRO CENTER NM:TRAVERSE

Occupied Station: Pt. No. 101, A-101 METRO B/D
 Backsight: Pt. No. 100, A-100 METRO B/D
 Foresight: Pt. No. 102, A-102 METRO B/D

HORIZONTAL ANGLE REDUCTION

Set Rejection Criterion: Deviation from Mean greater than 3 inches

Set No.	Face	Backsight	Foresight	Horiz. Angle	Mean Dev.
1	1	0-00-00.0	191-05-13.0		
	2	180-00-01.0	11-05-12.4		
	Mean	0-00-00.50	191-05-12.70	191-05-12.20	0-00-01.03
2	1	359-59-59.6	191-05-14.0		
	2	180-00-01.0	11-05-12.1		
	Mean	0-00-00.30	191-05-13.05	191-05-12.75	0-00-00.48
3	1	359-59-59.5	191-05-13.0		
	2	179-59-59.8	11-05-12.2		
	Mean	359-59-59.65	191-05-12.60	191-05-12.95	0-00-00.27
4	1	359-59-57.2	191-05-13.1		
	2	179-59-59.7	11-05-13.8		
	Mean	359-59-58.45	191-05-13.45	191-05-15.00	- 0-00-01.78

Mean Horiz. Angle: 191-05-13.23

Std. Deviation (obs): 0-00-01.23

Std. Deviation (mean): 0-00-00.61

Maximum: 191-05-15.00

Minimum: 191-05-12.20

Range: 0-00-02.80

Collimation Error: 0-00-02.5

BACKSIGHT ZENITH/SLOPE DISTANCE REDUCTION

Zenith Rejection Criterion: Deviation from Mean greater than 5 inches
 Slope Distance Rejection Criterion: Deviation from Mean greater than 0.01 feet

Set No.	Face	Zenith	Mean Dev.	Slope Distance	Mean Dev.
5	1	90-27-40.6		215.316	
	2	269-32-20.3		215.316	
	Mean	90-27-40.15	0-00-00.08	215.316	0.00
6	1	90-27-41.7		215.316	
	2	269-32-20.5		215.316	
	Mean	90-27-40.60	0-00-00.53	215.316	0.00
7	1	90-27-40.4		215.316	
	2	269-32-21.5		215.316	
	Mean	90-27-39.45	0-00-00.61	215.316	0.00

Mean Zenith Angle: 90-27-40.07 Mean Slope Distance : 215.316
 Std. Deviation (obs): 0-00-00.57 Std. Deviation (obs): 0.000
 Std. Deviation (mean): 0-00-00.33 Std. Deviation (mean): 0.000
 Maximum: 90-27-40.60
 Minimum: 90-27-39.45
 Range: 0-00-01.15
 Collimation Error: 0-00-02.2

FORESIGHT ZENITH/SLOPE DISTANCE REDUCTION

Zenith Rejection Criterion: Deviation from Mean greater than 5 inches
 Slope Distance Rejection Criterion: Deviation from Mean greater than 0.01 feet

Set No.	Face	Zenith	Mean Dev.	Slope Distance	Mean Dev.
5	1	89-29-50.9		275.692	
	2	270-30-10.5		275.691	
	Mean	89-29-50.20	0-00-01.01	275.692	0.00
6	1	89-29-52.1		275.692	
	2	270-30-09.3		275.691	
	Mean	89-29-51.40	0-00-00.18	275.692	0.00
7	1	89-29-52.6		275.692	
	2	270-30-08.5		275.691	
	Mean	89-29-52.05	0-00-00.83	275.692	0.00

END OF SECTION

SECTION 01722
MOBILIZATION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes specifications for the following:
 - 1. Organization and mobilization of Contractor's forces;
 - 2. Design, fabrication, and transportation of construction plant and equipment to the Site and setting up of same;
 - 3. Transporting various tools, materials, and equipment to the Site; and
 - 4. Erection of temporary buildings and facilities required for staging and construction operations.
- B. Mobilization shall include mobilization of all construction equipment, temporary facilities, materials, supplies, appurtenances, staffed and ready for commencing and prosecuting the Work; and the subsequent demobilization and removal from the Site of said equipment, appurtenances, and the like upon completion of the Work.
- C. Mobilization shall also include assembly and delivery to the Site of plant, equipment, materials, and supplies necessary for the prosecution of work, which are not intended to be incorporated in the Work; the clearing of and preparation of the Contractor's work area; the complete assembly, in working order, of equipment necessary to perform the required work; personnel services preparatory to commencing actual work; and all other preparatory work required to permit commencement of the actual work on construction items for which payment is provided under the Contract.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION

3.1 DELIVERY

- A. Delivery to the jobsite of construction tools, equipment, materials, and supplies shall be accomplished in conformance with local governing ordinances and regulations.

3.2 TOOLS AND SUPPLIES

- A. Provide construction tools, equipment, materials, and supplies of the types and quantities that will facilitate the timely execution of the Work.
- B. Provide personnel, products, construction materials, equipment, tools, and supplies at the jobsite at the time they are scheduled to be installed or utilized.

3.3 PLANT LOCATION

- A. Locate plant or plants appropriately close to the portion of the Work for which it will be used./

3.4 DEMOBILIZATION

- A. Upon completion of the Work, remove construction tools, apparatus, equipment, unused materials, and supplies, plant, temporary facilities, and personnel from the jobsite.

- B. Restore all areas utilized for the Contractor's temporary facilities and staging purposes to their original, natural state or, when called for in the Contract Documents, complete such areas as indicated.

END OF SECTION

SECTION 01722
MOBILIZATION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes specifications for the following:
 - 1. Organization and mobilization of Contractor's forces;
 - 2. Design, fabrication, and transportation of construction plant and equipment to the Site and setting up of same;
 - 3. Transporting various tools, materials, and equipment to the Site; and
 - 4. Erection of temporary buildings and facilities required for staging and construction operations.
- B. Mobilization shall include mobilization of all construction equipment, temporary facilities, materials, supplies, appurtenances, staffed and ready for commencing and prosecuting the Work; and the subsequent demobilization and removal from the Site of said equipment, appurtenances, and the like upon completion of the Work.
- C. Mobilization shall also include assembly and delivery to the Site of plant, equipment, materials, and supplies necessary for the prosecution of work, which are not intended to be incorporated in the Work; the clearing of and preparation of the Contractor's work area; the complete assembly, in working order, of equipment necessary to perform the required work; personnel services preparatory to commencing actual work; and all other preparatory work required to permit commencement of the actual work on construction items for which payment is provided under the Contract.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION

3.1 DELIVERY

- A. Delivery to the jobsite of construction tools, equipment, materials, and supplies shall be accomplished in conformance with local governing ordinances and regulations.

3.2 TOOLS AND SUPPLIES

- A. Provide construction tools, equipment, materials, and supplies of the types and quantities that will facilitate the timely execution of the Work.
- B. Provide personnel, products, construction materials, equipment, tools, and supplies at the jobsite at the time they are scheduled to be installed or utilized.

3.3 PLANT LOCATION

- A. Locate plant or plants appropriately close to the portion of the Work for which it will be used./

3.4 DEMOBILIZATION

- A. Upon completion of the Work, remove construction tools, apparatus, equipment, unused materials, and supplies, plant, temporary facilities, and personnel from the jobsite.

- B. Restore all areas utilized for the Contractor's temporary facilities and staging purposes to their original, natural state or, when called for in the Contract Documents, complete such areas as indicated.

END OF SECTION

**SECTION 01731
CUTTING AND PATCHING**

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies the appropriate methods for performing cutting and patching when installations occur in existing facilities or for improvements including selective demolition, salvaging of materials and equipment, and restoring of pavement and other surfaces and improved areas from damage caused by the Contractor's operations.
- B. This scope excludes the explicit direction to Contractor concerning floor cutting and concrete/tile removal, and core drilling and fire-proof patching as it concerns the electrical and communications raceway (conduit, underfloor duct) installation.

1.2 SUBMITTALS

- A. Written Request: Submit a written request for approval by the Contracting Officer Representative prior to cutting and patching. A written request is required for any cutting or alteration, which affects:
 - 1. The work of the Authority or any separate contractor,
 - 2. The structural value or integrity of any element of the Project,
 - 3. The integrity or effectiveness of weather exposed or moisture-resistant elements or systems,
 - 4. Building aesthetic qualities for exterior areas or in occupied spaces, or
 - 5. The efficiency, operation life, maintenance, or safety of operational systems.
- B. Cutting and Patching Proposal: Include in written request the following:
 - 1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 - 3. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
- C. Structural Elements: Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure to satisfy requirements.
- D. Should conditions of work or schedule indicate change of materials or methods, submit written recommendations to the Contracting Officer Representative, including:
 - 1. Conditions indicating change,
 - 2. Recommendations for alternative materials or methods, and
 - 3. Resubmittal as required for substitution.

- E. Approval by the Contracting Officer Representative to proceed with cutting and patching work does not waive the Authority's right to later require complete removal and replacement of any part of the Work found to be unsatisfactory.

1.3 QUALITY ASSURANCE

- A. Refer to Section 01470, QUALITY MANAGEMENT SYSTEM
- B. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load carrying capacity or load deflection ratio. Obtain prior approval from the Contracting Officer Representative of the cutting and patching procedures proposed.
- C. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety. Obtain prior approval from the Contracting Officer Representative of the cutting and patching procedures proposed.
- D. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Contracting Officer Representative's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.
 - 1. If possible, retain the original installer or fabricator to cut and patch exposed Work. If it is impossible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.
 - 2. Remove and replace construction cut and patched in a visually unsatisfactory manner.

1.4 EMBEDDED ITEMS

- A. When reinforcing steel, conduit or other items embedded in the concrete are encountered in a drilling or coring operation, the operation shall be stopped and the Contracting Officer Representative immediately notified. Utilize a GPR-based tool to assess the embedded material. Determine whether the embedded item may be cut through and if determined to be permissible, obtain Contracting Officer Representative's concurrence before doing so. If it is not permissible to cut through the embedded item, holes shall be drilled in another location and the original holes patched as directed by Contracting Officer Representative.

1.5 PAVEMENT AND IMPROVED AREAS RESTORATION

- A. As applicable, secure permits from the Jurisdictional Authority for all pavement restoration within the limits of said Jurisdictional Authority. Submit Working Drawings of such pavement restoration prepared in accordance with the requirements of the Issued for Construction Drawings, Issued for Construction Specifications, and the Jurisdictional Authority to the Jurisdictional Authority for approval.
- B. During construction operations on this Contract, certain areas currently grassed, landscaped, or otherwise improved may be disturbed or damaged. Restore such areas as specified in Section 00736, PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS.
- C. Existing surfaces marred or damaged by operations under this Contract shall be repaired or replaced by the Contractor to the condition prior to being marred or damaged as approved by the Contracting Officer Representative.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. General: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used, use materials whose installed performance will equal or surpass that of existing materials.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. After uncovering work, inspect conditions affecting installation of new products.
- C. Report unsatisfactory or questionable conditions to the Contracting Officer Representative in writing, and do not proceed with the Work until the Contracting Officer Representative has provided further instruction.

3.2 PREPARATION PRIOR TO CUTTING AND PATCHING

- A. Temporary Support: Provide shoring, bracing, and support as required to maintain structural integrity of the affected portion of the Work.
- B. Protection: Protect existing equipment during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or elements adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
 - 1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine such as a carbon saw or diamond core drill.
 - 4. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated, or abandoned. Cut off pipe or conduit in walls or partitions

to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after bypassing and cutting.

- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Where removal of walls or partitions extends from one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
 4. Where patching occurs within a smooth painted surface, apply a primer and second coat over the patched area and extend the final coat over the entire unbroken area containing the patch.
 5. Patch, repair, or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

3.4 CLEANING

- A. General: Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Completely remove paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

SECTION 01740
CLEANING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes specifications for furnishing all labor, materials, equipment, and services, and performing all operations necessary for, and properly incidental to, cleanup during construction and final cleaning of the facilities and site prior to Acceptance by the Authority.

1.2 RELATED SECTIONS

- A. Division 16, Electrical, for conduit cleaning.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION

3.1 CLEANUP DURING CONSTRUCTION

- A. Keep the entire Site in a neat and orderly condition at all times during construction. Conduct a general cleanup of the Site daily as a part of the Work. Provide general daily cleanup and disposal service for removal of waste and rubbish from the jobsite. Clean material as necessary prior to incorporating into the Work.
- B. Dispose and recycle waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by Jurisdictional Authorities. Bury no waste material and debris on the Site. Burning of trash and debris on the Site is prohibited.
- C. Provide daily litter pickup within Project limits. Provide adequate number of trash receptacles for worker's lunches, cigarette butts, and other miscellaneous garbage.

3.2 FINAL CLEANING OF FACILITIES

- A. Prior to final inspection by the Contracting Officer Representative, and after all construction work is essentially complete, thoroughly clean facilities utilizing professional facility cleaners.
- B. Items to be cleaned include, but are not limited to, all glass, doors, opening frames, grilles, trim, exposed non-ferrous metal surfaces, floor coverings, light fixtures and plates, plumbing fixtures and trim, and all finish surfaces throughout the construction.
- C. Vacuum-clean where appropriate and remove all spots, smears, dust, debris, hand prints, and defacements of every sort, including those of vandals. Use commercial cleaning compounds where necessary.
- D. Follow the recommendations of the manufacturers of the materials and items to be cleaned for all cleaning, polishing, and treatment such as waxing or sealing.

3.3 FINAL SITE CLEANUP

- A. Prior to final inspection, thoroughly clean the entire Site so it is in a neat, acceptable condition. Remove from the entire Site all construction equipment and facilities, construction waste and unused materials, dunnage, loose rock and stones, excess earth, and debris of any description resulting from the Work.
- B. Hose down and scrub clean where necessary all pavement and paved walks.

- C. Thoroughly remove mortar droppings from concrete slabs and pavement. Hose down and scrub clean all concrete flatwork and exposed vertical surfaces of concrete and masonry. Clean all rail surfaces, special trackwork, track drains, handholes, and manholes.
- D. All drainage systems shall be free and clear. All drainage systems and sewers shall be pressure cleaned and inspected, and all catch basins and sumps shall be cleaned.
- E. All conduits shall be cleaned and openings protected as specified in Division 16, Electrical.
- F. All spare material shall be delivered to the Authority.

END OF SECTION

SECTION 01775
CLOSEOUT

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes specifications for performing all operations necessary for and incidental to closing out a Contract and assisting in the Authority's final inspection.
- B. This Section includes procedures for closeout submittals including the following:
 - 1. Substantial Completion Inspection Report;
 - 2. As-Built Schematics;
 - 3. Survey record log;
 - 4. Correspondence file;
 - 5. Releases;
 - 6. Vouchers;
 - 7. Records for design (if provided by Contractor), inspection, testing, and other quality elements;
 - 8. Request for final payment;
 - 9. Certifications, affidavits, and warranties and guarantees; and
 - 10. Correction of deficiencies submittals as applicable
- C. This Section establishes required actions by the Contractor for facility systems and subsystems commissioning that include the preparation of preventive maintenance instructions and labeling and packaging of spare parts.

1.2 CLOSEOUT SCHEDULE AND PROCEDURE

- A. Changes from Original Conditions:
 - 1. Upon completion of the Work and prior to Substantial Completion, the Contractor shall examine each property to determine changes from the original conditions established by the preconstruction inspection, and Section 01711, ACCEPTANCE OF CONDITIONS, and shall furnish a written description to the Contracting Officer Representative of measures taken to correct damage that may have resulted from performance of this Contract, and shall obtain a written release from each owner accepting condition of the building or structure, corrections, or both, thereby relinquishing any claim against the Contractor. In the event any owner refuses to furnish a release of claims, the Contractor shall notify the Contracting Officer Representative in writing.
 - 2. The Authority will not assume responsibility for alleged damages arising from the Work performed under this Contract.
- B. Requirements Preparatory to Final Inspection by the Authority:
 - 1. Notify the Contracting Officer Representative to perform a preliminary final inspection for the purpose of determining the state of completion of the Work. Notify the Contracting Officer

Representative at least 14 Days in advance of requested inspection. The Contracting Officer Representative will perform the inspection within 3 working days of the requested date. From the information gathered from this inspection, the Contracting Officer Representative will prepare a Punch List of work to be performed, corrected, or completed before the Work will be accepted. All work on the Punch List shall be completed by the Contractor prior to final inspection.

2. Temporary facilities, except as may be required during Punch List work, shall be removed from the Site.
3. Clean the Site and all applicable appurtenances and improvements as specified in Section 01740, CLEANING.
4. Properly mount operating instructions for equipment and post as specified or required.

C. Final Inspection by the Authority:

1. After all requirements preparatory to the final inspection have been completed as hereinbefore specified, notify the Contracting Officer Representative to perform the final inspection. Notice shall be given at least 14 Days in advance of the time the Work will be available for final inspection. The Contracting Officer Representative will perform the inspection within 3 working days of the requested date.
2. Contractor or its principal superintendent, authorized to act on behalf of the Contractor, shall accompany the Contracting Officer Representative on the final inspection, as well as any principal Subcontractors that the Contracting Officer Representative may request to be present.
3. If the Work has been completed in accordance with the Contract Documents, and no further corrective measures are required, the Contracting Officer Representative will accept the Work and will issue a Certificate of Completion as evidence of acceptance.
4. If the Work has been substantially completed in accordance with the Contract Documents, and the Work can be used for its intended purpose with only minor corrective measures required, the Contracting Officer Representative will conditionally accept the Work and will issue a Certificate of Substantial Completion based upon the Contractor's assurance that corrective measures will be completed within the shortest practicable time. A fixed schedule for such corrective measures shall be submitted to the Contracting Officer Representative for approval.
5. If the Work has not been substantially completed in accordance with the Contract Documents, and several or many corrective measures are still required, the Contracting Officer Representative will not issue a Certificate of Substantial Completion. Instead, a new Punch List will be prepared based on the information gathered from the final inspection, and the Contractor will be required to complete this work and then call for another final inspection, following the procedure outlined above.

1.3 SUBMITTALS

- A. Make all submittals in accordance with Section 01330, SUBMITTAL PROCEDURES, and as specified below.
- B. As-Built Schematics:
 1. General:
 - a. As-Built Schematics shall include Working Drawings and field prepared drawings.
 - b. Maintain a hard copy drawing and specification record of as-built conditions on a set of Contract Documents as the Work progresses. The Contract Documents shall be kept

current with all Modifications issued by the Authority. The hard copy drawing and specification record shall be maintained at the Contractor's field office. Periodic review of the completeness of the hard copy record will be conducted by the Authority as deemed necessary to ensure the record is kept up to date.

2. As-Built Schematics:

- a. Draft Deliverable: Submit to the Authority, for review and comment, separate sets of draft As-Built Schematics in the latest version of an Adobe (.PDF) file format, in print quality black and white, with all fonts embedded. Images shall be clear, sharp, and readily legible. The Authority reserves the right to have drawing(s) resubmitted until the Contracting Officer Representative accepts the legibility of the drawing contained in the file. In addition, submit one set of full-size black ink on white paper copies of draft As-Built Schematics for review and comment by the Authority in accordance with Section 01330, SUBMITTAL PROCEDURES.
- b. Upon return of one set of full-size black ink on white paper copy of the draft As-Built Drawings with Authority comments, incorporate additions and corrections resulting from Authority review comments. Contractor shall direct specific attention, by annotation on resubmitted As-Built Schematics, to revisions other than the corrections requested by the Contracting Officer Representative on previous submittals.
- c. Final Deliverable: By the date scheduled for receipt of final approved As-Built Schematics deliverables in the Contract Schedule, separate sets of As-Built Schematic Drawings in an Adobe (.PDF) file format, in print quality black and white, with all fonts embedded. Submit one set of full-size or half-size black ink on white paper copies, produced from the Adobe file, to the Contracting Officer Representative for review and Approval. If this submittal is found to be incomplete it will be returned to the Contractor with comments for re-submittal.
- d. The completed As-Built Schematics do not require the signature of the Engineer or Architect of Record. Each completed As-Built Schematics produced in Adobe (.PDF) electronic format shall have the signature of an officer of the Contractor's organization, certifying compliance with as-built conditions, using a stamp as follows:

AS-BUILT

I CERTIFY THAT THIS DRAWING
ACCURATELY DEPICTS THE WORK
CONSTRUCTED AS OF

(date)

(an officer of the Contractor)

Contractor's Name

C. As-Built Project Schedule:

- 1. Submit one electronic copy of the approved As-Built Project Schedule as required.

D. Releases and Vouchers:

1. As applicable, submit one original hard copy and electronic media, in Adobe (.PDF) file format, of releases and vouchers.
- E. Records for Inspection, Testing, and Other Quality Elements:
1. Submit one original hard copy and electronic media, in Adobe (.PDF) file format, of records for inspection, testing or other quality elements as more fully specified in Section 01470, QUALITY MANAGEMENT SYSTEM.
- F. Request for Final Payment:
1. Submit one original hard copy and electronic media, in Adobe (.PDF) file format, of final payment request. Final Settlement will be made in accordance with Section 00744, METHOD OF PAYMENT.
- G. Correction of Deficiencies Submittals:
1. As applicable, submit original hard copy and electronic media, in Adobe (.PDF) file format, of Schedule of Deficiency Corrections, Recommendation for Corrective Actions, together with supporting information, Data and Reports applicable to any correction, and a Technical and Cost Proposal to amend the Contract to permit acceptance of the affected materials, equipment, systems, or subsystems as specified in Section 00758, CORRECTION OF DEFICIENCIES.
- H. Certifications, Affidavits, and Warranties and Guarantees:
1. Required Affidavits, Certificates, Written Descriptions and Releases and Warranties and Guarantees provided by the Contractor; i.e., Certificates of Acceptance and Compliance, Certification that all facilities were constructed in conformance with ADAAG regulations (Form attached at end of Section), of System Safety and Security, of Substantial Completion, and of Final Payment; Written Description of measures taken to correct damage that may have resulted from performance of this Contract; Written Releases; Contractor's executed Affidavit of Payment of All Applicable Taxes and License Fees in connection with the Contract and Affidavit of Payment of Debts and Claims; Consent of Surety Company to Final Payment; Warranties and Guarantees as specified in Section 00757, WARRANTY/GUARANTEE OF CONSTRUCTION, and Section 00758, CORRECTION OF DEFICIENCIES, and various Sections of the Contract Specifications as applicable: Submit the original hard copy and one electronic copy in Adobe (.PDF) file format.
 2. The final Authority audit will take place here

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

SECTION 01820
DEMONSTRATION AND TRAINING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the general requirements for operation and maintenance training for equipment and systems provided by the Contractor and the general requirements for a Project performance demonstration.

1.2 SUBMITTALS

- A. NA

1.3 OPERATION AND MAINTENANCE TRAINING

- A. NA

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION