



WMATA contemplates issuing IFB No.: FQ15237/GG

IFB Title: Six (6) Tie Breaker Station Upgrades on Orange and Blue Lines DC, MD and VA

ADVANCE NOTICE TO BIDDERS, REVISION 4

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

Please do not contact WMATA, wait for official publication.

Solicitation Availability: On or about October 13, 2015

Pre-Bid Conference: To be determined

Bid Due Date: To be determined

Project Description: Six (6) Tie Breaker Station Upgrades on Orange and Blue Lines DC, MD and VA

Description of Work

The Washington Metropolitan Area Transit Authority (WMATA) requests your bid for the supply and installation of electrical equipment at Six (6) Tie Breaker Stations in DC, MD and VA, to accommodate the additional power capacity on WMATA Orange and Blue lines as required for Rail Power System Upgrades.

The scope of work includes, but is not limited to:

- Replace metal enclosed DC switchgear as complete switchgear lineups.
- Remove and replace existing DC switchgear insulated floor topping.
- Connect equipment to existing DTS and ETS relay panels.
- Replace battery chargers, battery plants, DC panel-boards, and associated equipment as indicated on the drawings.
- Replace existing lighting fixtures and add new lighting fixtures
- Install new power circuits (wire and conduit) within the tie-breaker stations - 600 volt AC circuits
- Provide materials including conduits, cable trays, and support hardware.
- Provide grounding and bonding as specified and as required.
- Replace equipment and upgrade panelboard and feeder capacity within the tie-breaker stations as indicated on Contract Drawings.
- Install 3KVA isolation transformer and materials to provide ungrounded 120 VAC power circuits from normal power sources to supply heaters within DC switchgear assemblies.
- Install, and subsequently remove, temporary jumper cables and associated connections to facilitate temporary power provisions during replacement of existing DC switchgear.
- Furnish and install SCADA equipment (Distributed Input Output Modules (DIO) and Digital Trace Recorders (DTR)) as indicated on the Contract Drawings.
- Provide all equipment, testing, labor, cables, connections, etc. to complete all work required on the construction documents.



- Provide the total recommended spare parts list with unit price costs associated, and total overall estimate.

#	Station/Location	Jurisdiction	Description
1	K06TB2 Greenwich St. 2216 Greenwich St. Fairfax County, VA	VA	<ul style="list-style-type: none"> • Surface Building • Personal: Street Access • Equipment Access from Street (Grade)
2	K07TB1 Ogden St. I-66 near I-495 (Chain Marker K2-609+50) Falls Church, VA	VA	<ul style="list-style-type: none"> • Surface Building • Personal: Street Access • Equipment Access from Inbound Track 01 Side
3	K07TB2 Prosperity Ave. 2690 Prosperity Ave. Fairfax County, VA	VA	<ul style="list-style-type: none"> • Surface Building • Personal: Street Access • Equipment Access from Street (Grade)
4	G01TB Benning Road 4500 Central Ave., NE Washington, DC	DC	<ul style="list-style-type: none"> • Below Ground • Personal Access Via Safety Walk • Equipment Access from Outbound Track 01 Side
5	G02TB1 56 th Place 5711 East Capitol St. NE Washington, DC	DC	<ul style="list-style-type: none"> • Below Ground ROW • Personal access Via Fan Shaft FG3 and Safety Walk • Equipment Access from Outbound Track 01 Side
6	G02TB2 67 th Ave 1 Yost Pl. Prince Georges County, MD	MD	<ul style="list-style-type: none"> • Below Ground ROW • Personal Access Fan Shaft FG4 and Safety Walk • Equipment Access from Inbound Track 02 Side



Bids Due: To be determined. Shall be delivered to WMATA, Office of Procurement and Materials, Room 3C-02, 600 Fifth Street, NW, Washington, DC 20001.

Pre-Bid Conference, Time and location to be determined

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

All attendees must provide a WMATA Contractor ID or a government issued identification for entry into the any WMATA facility (cameras, cell phones, computers and other mobile devices are permitted). WMATA have a space restriction for the Pre-bid Conference and Site Visit and will work to accommodate the attendees. **Individuals that plan to attend the Conference and the Site Visit are required to send an email to ggufranova@wmata.com 48 hours in advance, with their name, title, company name, mailing address, telephone, and email for each attendee.**

Site Visit, WMATA will conduct a site visit to one Tie-Breaker Station in Virginia, due to security reasons the location of the Site Visit will be announced at the Pre-Bid conference and site visit will take place directly following the Pre-Bid. It is planned that the Site Visit will start around 1.30 PM.

Attendees will be required to provide their own transportation for the Site Visit.

Attendees will be required to sign in during the Pre-Bid Conference and Site Visit.

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

Period of Performance: Anticipated to be NTP + 495 Days

Bonds/Guarantees:

A bid guarantee, in the amount of 5% of the total bid price, is required with the bid if it is greater than \$100,000. The successful Bid must provide Performance Bond in the amount of the contract price after award of the contract and Payment Bond in the amount of 1) Fifty percent of the contract price if the construction contract price is not more than \$1,000,000; (2) Forty percent of the contract price if the contract price is more than \$1,000,000 and not more than \$5,000,000; or (3) When the contract price is more than \$5,000,000, the payment bond shall be \$2,500,000.

DBE Information:

The solicitation includes a DBE goal of 18.5%. Information on the WMATA DBE program can be found at http://www.wmata.com/business/disadvantaged_business_enterprise/

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

DBE Vendor Directory



http://www.wmata.com/business/disadvantaged_business_enterprise/dbe_search.cfm

Questions regarding WMATA's DBE program may be addressed to DBE. Email contacts preferred. Please cc Contract Administrator at ggufranova@wmata.com when contacting DBE and Compliance Specialist.

Indemnification and Insurance:

Indemnification

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



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:

\$10,000,000	Each Occurrence Limit
\$10,000,000	General Aggregate Limit
\$10,000,000	Products and Completed Operations Limit

Required Minimum Coverage(s):

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



- 7) Policy shall be endorsed with ISO endorsement CG 25 03 03 97; “Designated Construction Project(s) General Aggregate Limit”, and designate “Any and all construction projects” as the Designated Construction project.
- 8) 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:

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

Required Minimum Coverage(s):

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

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

WMATA Blanket RRP Program Option

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.
- 4) The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured Form CG 20 10 11 85 or CG 20 26 11 85 as determined by WMATA.

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.

ADDITIONAL INSURANCE

Professional Liability Insurance. Contractor, any Sub-contractor of any tier or any supplier providing design services or the services of a professional engineer, including, but not limited to stamping, sealing, or certifying blueprints or other related documents are required to maintain Professional Liability Insurance as follows:

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

Type of Contract:

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

IFB availability:



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

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

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

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

Proposers should be fully cognizant regarding BUY AMERICA.

http://www.fta.dot.gov/legislation_law/12921.html

Contractor Personnel and WMATA Contractor ID

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

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