

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 FIFTH STREET, N.W.
WASHINGTON, D.C. 20001

February 22, 2018

AMENDMENT NO. 1
TO
INVITATION FOR BID
RHODE ISLAND AVENUE METRO STATION TRACK DECK AND PRE-CAST PANEL
REHABILITATION
FQ18086

TO WHOM IT MAY CONCERN:

The Invitation for Bid for RFP FQ18086 requesting Bids for the above project is hereby changed in part as listed below.

1. Volume 1, Div 0, Letter to Bidders

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Letter to Bidders p.10	Letter to Bidders p.10	Revised

2. Volume 1, Div 0, Section 00250

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Section 00250, p.28	Section 00250, p.28	Revised

3. Volume 1, Div 0, Section 00413

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Section 00413, p.36	Section 00413, p.36	Revised

4. Volume 1, Div 0, Bid Price Schedule. Notes to Bidders

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Bid Price Schedule. Notes to Bidders, p.46	Bid Price Schedule. Notes to Bidders, p.46	Revised

5. Volume 1, Div 0, Section 00610

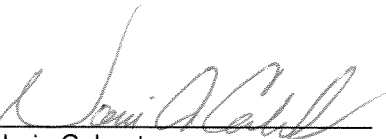
<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Section 00610, p.76	Section 00610, p.76	Revised

6. Volume 1, Div 0, Section 00725

6. Volume 1, Div 0, Section 00725
- | <u>DELETE</u> | <u>SUBSTITUTE</u> | <u>DESCRIPTION</u> |
|----------------------|----------------------|--------------------|
| Section 00725, p.121 | Section 00725, p.121 | Revised |
7. Volume 1, Div 0, Section 00743
- | <u>DELETE</u> | <u>SUBSTITUTE</u> | <u>DESCRIPTION</u> |
|----------------------|----------------------|--------------------|
| Section 00743, p.147 | Section 00743, p.147 | Revised |
8. Volume 1, Div 6, Section 06610
- | <u>DELETE</u> | <u>SUBSTITUTE</u> | <u>DESCRIPTION</u> |
|---------------|-------------------|--------------------|
| Page 06610-2 | Page 06610-2 | Revised |
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9. Acknowledgment

Proposers are required to acknowledge receipt of this Amendment on Solicitation, Offer and Award Form in the spaces provided. Failure to acknowledge all Amendments may cause the Bid to be considered non responsive to the IFB, which would require rejection of the Bid.



Norie Calvert
Contracting Officer
WMATA Office of Procurement



February 13, 2018

ATTENTION: Prospective Bidder

SUBJECT: Invitation for Bid (IFB), Solicitation No. FQ18086/GG
**Rhode Island Avenue Metro Station Track Deck and Pre-Cast Panel
Rehabilitation**

Washington Metropolitan Area Transit Authority (WMATA) has established a contracting opportunity to provide track deck and pre-cast panel rehabilitation at the Washington Metropolitan Area Transit Authority's Rhode Island Avenue Metro Station as outlined in the Solicitation documents. The resultant contract, if awarded, will be federally funded.

You are hereby invited to submit to WMATA a bid to furnish all of the labor, materials, and any other related items required for the performance of Contract No. FQ18086.

The Solicitation documents are available on WMATA procurement opportunities page - https://www.wmata.com/Business/procurement/solicitations/Solicitation-Details.cfm?solicitation_id=3677

Amendments, if any, will be posted on the same webpage.

A Pre-Bid Conference will be held on February 23, 2018 at 10:00AM Local Time, in the Board Room on the Lobby Level of WMATA's Jackson Graham Building at 600 5th Street, Washington DC, NW, 20001. A mandatory Site Visit is scheduled for February 23, 2018 following the Pre-Bid Conference. Bidders will meet at the station kiosk of Rhode Island Avenue Metro Station.

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WMATA does not pay for parking or validate tickets.

WMATA reserves the right to reject any or all bids, to waive informalities or irregularities to the extent permitted by law in any bid received, and to be the sole judge of the merits of the respective bid received.

All Bidders must possess the proper license(s) at the time of Contract award. All subcontractors must possess the appropriate licenses for each specialty subcontracted.

(c) A list of major materials and all major equipment that the bidder expects to use to accomplish the Work of this Contract.

4) Financial Statements

The Contractor must furnish 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 Statements of Current and Retained Earnings. These statements shall be certified indicating disclosure of all facts which could impair or affect the statements presented. These financial documents are subject to review by the Office of the Inspector General (OIG). If found to be financially incapable, the Bidder will be determined to be not responsible.

5) Insurance

The Bidder shall submit as evidence of insurability a letter from an insurance agent or broker indicating that a commitment, valid for 90 days, exists from a specific insurance carrier or carriers to provide the coverages, with limits and insured as specified therein, can be bound upon award of the contract at a price known and acceptable to the bidder. The letter shall specifically reference the IFB and Supplementary Conditions 00877 Indemnification and Insurance.

Failure to establish insurability may result in a determination of non-responsibility.

The bidder shall provide a letter regarding Railroad Protective Liability (RRPL) stating whether they will seek the RRPL Waiver Fee option or provide their own RRPL coverage.

- C. 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.

00210 Supplementary Instructions to Bidders

Not Applicable

00250 Pre-Bid Conference and Site Visit Schedule

1. Pre-Bid Conference will be held on February 23, 2018 at 10:00AM Local Time, in the Board Room on the Lobby Level of WMATA's Jackson Graham Building.
2. A Site Visit is scheduled for February 23, 2018 following the Pre-Bid Conference. Bidders will meet at the station kiosk of Rhode Island Avenue Metro Station at 1:30PM Local Time. The Site Visit is mandatory. Bidders who fail to attend to this Site Visit, will be deemed to be non-responsive and will be ineligible for contract award.

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13	LIGHTING - KIRLIN CYLINDER LIGHT INSTALLATION	1	LS		
14	MOBILIZATION & DEMOBILIZATION	1	LS		
15	DEMOLITION	1	LS		
16	DEBRIS NETTING	1	LS		
17	PERMIT, LANE CLOSURE AND MOT AT RHODE ISLAND AVE	1	LS		
18	TEMPORARY SHORING, SCAFFOLDING AND PEDESTRIAN/STREET PROTECTION	1	LS		
19	GENERAL CONDITIONS	1	LS		
20	RAILROAD PROTECTION LIABILITY WAIVER FEE	1	LS	\$ 22,250	\$22,250
LUMP SUM TOTAL					

*For Type E repair under installation, note that WMATA already procured those items under the previous contract. Those are stored at the site and shall be used for this bid package. Contractor shall take into account of the installation cost for those items procured. For actual inventory of those items, refer to drawing B04-S-901.

NOTES TO BIDDERS:

1. The Contract will be awarded on the basis of the lowest responsive Total Bid Price (~~Base plus Options~~) from a responsible Bidder. A single Contract will be awarded.
2. The Bidder must bid on all items. Failure to bid on all items shall result in bid rejection.
 However the Bidder shall not bid on the Bid Price Schedule line items which do not have an estimated quantity filled in and marked as "-". These line items shall remain as is.
3. Any bid which is materially unbalanced as to prices for the various items may be rejected as non-responsible. A materially unbalanced bid is one which is based on prices which are materially overstated for other work.
4. Unit Prices - The prices shall constitute full compensation for all costs of performance under this contract, including but not limited to: labor, materials, equipment, supervision, quality control, testing, safety including without limitation Safety Superintendent costs, transportation, project management including without limitation Project Manager costs, overhead, profit, tax, bonds and other items necessary to complete the work.

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00610 Bond Requirements

- A. Requirements: Within 5 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.
 2. 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.

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00725 Commencing the Work

- A. Commence the Work effective 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. **AM1**
- 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 00510, 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 00777 and Section 00877, Indemnification And Insurance Requirements, within 5 Days after Award of Contract. **AM1**
 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.

00743 Variation in Estimated Quantities

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 25 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 125 percent or below 75 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.

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attachments as per the design load and deflection requirements specified in the contract documents.

- D. The General Contractor shall submit sample pieces of each item specified herein for acceptance by the Authority as to quality and color. Sample pieces shall be manufactured by the method to be used in the Work.
- E. Product Data: Submit material manufacturer's published product descriptive data indicating the following items:
 - 1. Minimum physical properties data and applicable descriptive test data for each product.
 - 2. Include pertinent installation instructions for prefabricated products.
 - 3. Submit certification that products comply with specified test data and/or referenced standards.

1.05 QUALITY ASSURANCE

- A. All items to be provided under this Section shall be furnished only by manufacturers having a minimum of ten (10) years of experience in the design and manufacture of similar products and systems. Additionally, a record of at least five (5) previous, separate, similar successful installations in the last five (5) years shall be provided.
- B. Manufacturer shall offer a 3-year limited warranty on all FRP products against defects in materials and workmanship
- C. Manufacturer shall be certified to the ISO 9001-2008 standard.
- D. Manufacturer shall provide proof of certification from at least two other quality assurance programs for its facilities or products (DNV, ABS, USCG, and AARR).

1.06 PRODUCT DELIVERY AND STORAGE

- A. Delivery of Materials: Manufactured materials shall be delivered in original, unbroken pallets, packages, containers, or bundles bearing the label of the manufacturer. Adhesives, resins and their catalysts and hardeners shall be crated or boxed separately and noted as such to facilitate their movement to a dry indoor storage facility.
- B. Storage of Products: All materials shall be carefully handled to prevent them from abrasion, cracking, chipping, twisting, other deformations, and other types of damage. Adhesives, resins and their catalysts are to be stored in dry indoor storage facilities between 70 and 85 degrees Fahrenheit until they are installed.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Acceptable Manufacturers for FRP Panels:
 - 1. Strongwell; Composolite Fiberglass Building Panel System, Fire Retardant.
 - 2. Or equal product finished to visually match existing product including the color subject to verification of WMATA COR or COTR.

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2.02 GENERAL

- A. All FRP items furnished under this Section shall be composed of fiberglass reinforcement and resin in qualities, quantities, properties, arrangements and dimensions as necessary to meet the design requirements and dimensions as specified in the Contract Documents.
- B. Fiberglass reinforcement shall be unidirectional glass rovings along with multidirectional mat reinforcement in sufficient quantities as needed by the application and/or physical properties required.