



WMATA contemplates issuing IFB No.: FQ18086/GG

**IFB Title: RHODE ISLAND AVENUE METRO STATION TRACK DECK AND PRE-CAST
PANELS REHABILITATION**

ADVANCE NOTICE TO BIDDERS, REVISION 2

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 February 12, 2018

Pre-Bid Conference and Site Visit: On or about February 23 ~~26~~, 2018

Bid Due Date: On or about March 14, 2018

Project Description: **RHODE ISLAND AVENUE METRO STATION TRACK DECK AND
PRE-CAST PANELS REHABILITATION**

REV2

Description of Work

Rhode Island Ave is a Red line metro station located at 919 Rhode Island Avenue NE, Washington, DC 20018. This project is developed to include rehabilitation work for the structure, electrical and Architectural elements of the station.

Project scope is work is within 50 feet proximity to the tracks, Railroad Protective Liability

Insurance (RRP) will be required.

As a response to the safety emergency calls of spalled concrete and deteriorated Track Deck slab elements, it was determined that replacement of all ceiling panels with GFRP panels, repair track deck edges, supports, de-laminated concrete, column heads and lighting is required.

Bids Due: On or about March 14, 2018. Shall be delivered to WMATA, Office of Procurement and Materials, Room 3C-02, 600 Fifth Street, NW, Washington, DC 20001.

Pre-Bid Conference: On or about February 23 ~~26~~, 2018 at WMATA, Jackson Graham Building, Lobby Level Board Training Room, 600 5th Street, NW, Washington, D.C., 20001 at 10am local time. WMATA will provide a presentation including the solicitation issues and technical requirements.

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WMATA will have representatives of our procurement, insurance, DBE, Safety and Program 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). **Individuals that plan to attend the Pre-Bid Conference 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 the Rhode Island Avenue Metrorail Station at 919 Rhode Island Avenue NE, Washington, DC 20018. No prior approval by WMATA will be required for this Site Visit since it will consist of areas open to the public. Site Visit will be held on the same day as the Pre-Bid Conference, on or about February 23, 2018 at 2p.m. local time. Meeting point is the Station Manager Kiosk inside Rhode Island Avenue Metrorail Station located at 919 Rhode Island Avenue NE Washington, DC 20018. ~~Visits to the worksite require prior approval by WMATA. In order to visit the worksite locations, Bidders will be required to have successfully completed:~~

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- ~~1). WMATA's Contractor Roadway Worker Protection (CRWP) Training Individuals planning to attend a Site Visit must send an email to eshanna@wmata.com before 5pm February 9, 2018 with the following completed forms:~~
- ~~2). Complete "OneBadge Request and Renewal Form" by filling in CONTRACTOR INFORMATION section.~~
- ~~3). Submit a Contractor Background Check certification, ("CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY) for each individual planning to go for a Site Visit. Please note the CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY) uses the words "Offeror" and "Contractor", WMATA acknowledges that your attendance to the Site Visit and to the CRWP training does not bind your firm to submit the Bid/Offer.~~

~~The Site Visit will take place at night at RHODE ISLAND AVENUE METRORAIL STATION, DC. After you submit the above documents to eshanna@wmata.com, we ll contact you with your time and location arranged for CRWP Training. The maximum number of attendees per company is 2 individuals.~~

CRWP Training sessions:

~~-(including re-test sessions) begin promptly at 7AM. All attendees are instructed to allow additional travel time for traffic, to secure parking, and to be checked in by security (where applicable). Instructor will refuse entry of those who arrive late.~~

~~-Disruptive behavior will not be tolerated and those that do not follow the directions given by the instructor will be asked to leave and will be escorted out of the building.~~



~~-Dress is business casual. It is imperative that attendees arrive wearing proper footwear. No open toe shoes, high heels, or sandals/flip flops. Work shoes/boots are ok but not required for this training. *Instructor will refuse entry to trainees who are not wearing proper footwear.~~

~~-All trainees must be present for the entire class, be able to complete the Practical Exam, pass the Cardinal Rules exam with a score of 100%, and pass the General Knowledge exam with a score of at least 84% to be Contractor RWP Certified.~~

~~-If any trainee fails CRWP training they have a waiting period of at least 48 hours before they are eligible to re-take the course and/or exam(s). *No re-test walk-ins are accepted.~~

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.~~

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Period of Performance: Anticipated to be NTP + 125 74 Calendar Days broken down to:

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- o 81 days for long lead items material procurement, submittals approval, SSWP development, mobilization, Subcontracting, permits, false work, and other protective measures, etc.
- o 44 days for station shut down of actual construction.

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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 TBD%. Information on the WMATA DBE program can be found at <https://www.wmata.com/business/small-disadvantaged-business/dbe.cfm>

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

Questions regarding WMATA’s DBE program may be addressed to DBE. Email contacts preferred. Please cc Contract Administrator at ggufanova@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.

Insurance

I. MINIMUM REQUIRED INSURANCE: MINIMUM LIMITS OF INSURANCE

INSURANCE TYPE	LIMITS	BASIS
Workers' Compensation	Statutory	
Employers' Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit



	\$500,000	Disease Each Employee
Commercial General Liability		
	\$1,000,000	Each Occurrence Limit
	\$2,000,000	General Aggregate Limit
	\$1,000,000	Products-Completed Operations Limit
Business Auto Liability		
	\$1,000,000	Combined Single Limit
Railroad Protective Liability Insurance (RRP)		
	\$2,000,000	Each Occurrence Limit
	\$6,000,000	Aggregate Limit

II. MINIMUM REQUIRED INSURANCE: MINIMUM INSURANCE COVERAGES AND COVERAGE PROVISIONS

- 1) Contractor is required to maintain the prescribed insurance outlined in this Exhibit A during the entire period of performance under this contract. Notice to Proceed (NTP) will not be issued until all required insurance has been approved by WMATA.
- 2) The prescribed insurance coverage and limits of insurance are minimum required coverages 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 requested insurance policies, including applicable endorsements, within five (5) business days of such request.
- 4) Receipt, review or communications regarding certificates of insurance (COI), insurance policies, endorsements, or other materials utilized to document compliance with these Minimum Insurance Requirements does not constitute acceptance by WMATA.
- 5) Insurance companies must be acceptable to WMATA and must have 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 must incorporate these Minimum Insurance Requirements into contract requirements of all subcontractors of every tier; however, Contractor, at its sole peril, may amend these Minimum Insurance Requirements for its subcontractors, 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 Contractor's respective liability to WMATA, even if that liability exceeds the Minimum Insurance Requirements.



I. COVERAGE-SPECIFIC REQUIREMENTS

Commercial General Liability

- 1) Commercial General Liability (CGL) shall be written on 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 an Umbrella/Excess Liability coverage form(s), provided that the Umbrella/Excess Liability coverage form(s) provides 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.
- 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 any contracts involving 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 outside of the policy limits for all primary liability and Umbrella/Excess Liability policies.

Business Auto Liability

- 1) Business Auto Liability insurance 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 2 and 3 above.
- 5) MCS-90 Endorsement for work involving the transportation or disposal of any hazardous material or waste off of the jobsite. If the MCS-90 Endorsement is required, minimum auto liability limits of \$5,000,000 per occurrence are also required.
- 6) Non-Owned Disposal Site (NODS) Endorsement providing coverage for the Contractor's legal liability arising out of pollution conditions at the designated non-owned disposal site.

Railroad Protective Liability



Railroad Protective Liability Insurance is required for any work within 50 feet of WMATA railroad tracks or work within WMATA rail stations.

- 1) The Railroad Protective Liability (RRP) policy must be on a policy form and with an insurance company that is acceptable to WMATA.
- 2) WMATA shall be the Named Insured.
- 3) The 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.

IV. OTHER

Additional Insured

- 1) Contractor and subcontractors of every tier are required to add WMATA and WMATA Board of Directors as additional insured on all required insurance including excess liability policies, with the exception of Workers' Compensation and Professional Liability.
- 2) Coverage provided to 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 subcontractors, and from other third parties.
- 3) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 4) 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.
- 5) Commercial General Liability and Umbrella/Excess Liability forms must provide defense coverage for additional insureds. The Additional Insured Endorsement shall provide coverage for Ongoing as well as Products and Completed Operations with no limitation on when claims can be made.

Waiver of Subrogation



Contractor and subcontractors of every tier are required to have all insurance policies except Professional Liability 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 copies of all required endorsements as evidence that the insurance requirements of this Section have been satisfied. Certificates of Insurance shall be sent to WMATA.

The Certificate 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 required insurance, including notice of cancellation, must be received by WMATA in writing at least 30 days prior to the effective date of such change or cancellation.
- 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.

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.

Type of Contract:

Firm fixed price Contract.

IFB availability:

Once the IFB is issued it will be posted on the WMATA website at <https://www.wmata.com/Business/procurement/solicitations/active-procurement-opportunities.cfm>



in Adobe Acrobat (.pdf) format. The IFB can be downloaded free of charge.

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's Contractor Roadway Worker Protection (RWP) Training. The CRWP training is provided in English only and translators are not allowed. WMATA will provide CRWP 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.**