SECTION 00 10 00

PROPOSING REQUIREMENTS – DESIGN BUILD

00 10 10 REQUEST FOR PROPOSAL:

This Section includes Project information for Proposers.

NOTICE TO OFFERORS

Contract No. FQ16146/NAC includes RFP Documents for:

Project Name: POTOMAC YARD METRORAIL STATION

TECHNICAL PROPOSAL for the Work described herein shall be submitted to the Contract Administrator, Nichel Crooks, through WMATA's PMSS. Technical and Price Proposals shall be separate proposals and
submitted before 3:00 PM (local time) on February 12, 2018. All questions are to be directed to Contract # administrator.

DIRECTIONS TO SUBMITTING PROPOSER: Read and comply with the Solicitation Instructions. In addition to other submission requirements set forth in this Request for Proposal and all Amendments, the following must be properly executed, completed, and submitted separately as part of the offer:

A. TECHNICAL PROPOSAL:

1. Technical Proposal Form (properly executed)[1]
2. Technical Proposal

B. PRICE PROPOSAL:

1. Price Proposal Form (properly executed[1])
2. Price Schedule
3. Price Guarantee
4. Proposal Data Form with Supporting Data
5. Representations and Certifications
6. List of DBE Certified Firms[2]
7. DBE Data[3]

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

[1] The separate sealed Technical and Price Proposal Forms must be marked with offer under Solicitation RFP No. FQ16146/NAC and with acknowledgement of all Amendments.
[[2] Proposed DBE firms must be certified WMATA DBE firms ***prior to submittal*** of Schedule of DBE Participation and Letters of Intent in order to be applied toward the DBE goal established for the Contract. Non-WMATA Certified DBE firms may be utilized by the Proposer but will not be applied toward the goal calculations.]
[3] DBE Data and List of WMATA DBE-Certified Firms must be updated and included in Best and Final Offer (BAFO) submission(s).

A. Potomac Yard Metro Station Final Environmental Impact Statement (FEIS),

B. Record of Decisions (RODs) from the Federal Transit Administration (FTA) and the National Park Service (NPS),

C. Section 106 Memorandum of Agreement (MOA),

D. Phase II Environmental Site Assessment

E. The City of Alexandria's Development Special Use Permit (DSUP2016-004, 2016-005, 2016-005) conditions

The above stated documents are provided in this Solicitation FQ16146/NAC. All cost associated with the required compliance shall be included in the Design Builders proposal. See SECTION 00 30 00 INFORMATION AVAILABLE TO PROPOSERS.

B. Basis of Design: As specified in Section 01 11 20, DESIGN AND PROGRAM REQUIREMENTS.

00 10 13 PROJECT SOLICITATION SCHEDULE:

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

1. Issue Revised Request for Proposal: July 11, 2017
2. One-on-One Meeting No. 1: Weeks of September 4 and September 11, 2017
3. Site Visits: by Appointment December, 2017
4. One-on-One Meeting No. 2: October 23, 2017
5. Proposer submission of ATCs: no later than December 1, 2017
6. WMATA action on ATCs: December 15, 2017
7. One-on-One Meeting No. 3: Week of January 8, 2018
8. # Technical and Price Proposal: February 12, 2018 #
9. Projected Contract Award: April 30, 2018
10. Notice to Proceed: June 1, 2018

END OF SECTION

	21	Permitting Allowance	18	1	Allow	$50,000	$50,000	
	22	Utility Allowance	19	1	Allow	$250,000	$250,000	
#	23	Conduit, Cable Troughs & Duct Bank	20	1	Allow	$11,000,000	$11,000,000	#
#						**Total Subbase Price**	**$_____**	#

Elevator Proposal Schedule

(Proposer shall provide pricing for both types. Owner will select one type for incorporation in the project).

Item #	Description	Note #	Est. Qty.	Unit	Unit Price	Total Amount
24	Hydraulic Elevators			LS	$_____	$_____
25	Gearless Traction Elevators			LS	$_____	$_____
#					**Total Base Price**	**$_____** #

(Total Base Price =Total Subbase Price plus either Item 24 or Item 25)

Options Schedule

Item #	Description	Note #	Est. Qty.	Unit	Unit Price	Total Amount
26	Optional Enclosure of Pedestrian Bridge	21	1	LS	$_____	$_____
					Total Options Price	$_____
#					**Total Base Price + Options Price**	**$_____** #

The Contract Price will be evaluated based on the Total Base Price plus Option Price. The Authority retains the right to award based on the Total Base Price only or Total Base plus Options.

Notes to Proposers

(1) The Mobilization costs shall include the premium costs for payment and performance bonds. The remaining mobilization costs shall be paid in six equal installments over the first six payment requests.

(2) Contractor shall provide a quotation for all cost elements that make up General Conditions. General Conditions costs shall not be included with any other cost elements proposed under items 1 and 3 through 24 above.

(3) Contractor shall provide a quotation for all work below station platform level, which includes, but is not limited to:

- earthwork
- retaining walls
- demolition
- grading and drainage
- stormwater management
- erosion and sediment control
- pavement, striping
- signage
- utilities
- perimeter fence
- treatment of contaminated water
- track work

All soil shall be assumed to be contaminated with arsenic above background concentrations. Quote shall include the cost of characterization, removal, transportation, and disposal.

(4) DELETED

(5) DELETED

(6) Contractor shall provide a quotation for the demolition and restoration of the Potomac Greens Drive traffic circle, the demolition and restoration of Old Town Greens tot lots and tennis courts removed for construction access and temporary relocation of tot lot. Old Town Greens tot lot shall be relocated to a site within Old Town Greens HOA.

(7) Contractor shall provide a quotation for all station structure work at and above the platform level, including platforms, mezzanines, and vertical transportation.

(8) Contractor shall provide a quotation for station finishes, which include, but are not limited to:

- paver tiles
- kiosks
- light fixtures
- platform edge
- platform lighting
- bathrooms
- benches

(9) Contractor shall provide a quotation for all costs related to the construction of off-site AC room and access road as well as all electrical equipment, ductbanks, conduit, and connections. Equipment costs include, but are not limited to design, installation, testing, and commissioning.

(10) DELETED.

(11) Contractor shall provide a quotation for the north pedestrian bridge and Entry Pavilion, connecting to the future North Potomac Yard development.

(12) Traction Power, Automatic Train Control, and Communications: Contactor shall provide a quotation for equipment costs which include, but are not limited to design, supply, installation, and testing.

(13) Hazardous Waste: The contractor shall provide a quotation for the removal and disposal of hazardous waste from the site. For inclusion in this category, soil must fail the toxicity characteristic leaching procedure. Soil in this category shall be assumed to be contaminated with other constituents, including, but not limited to, arsenic, petroleum, and benzene, toluene, ethyl benzene, and xylenes (BTEX). Quote shall include the cost of characterization, removal, transportation, and disposal.

(14) PCB-Contaminated Soil: The contractor shall provide a quotation for the removal and disposal of PCB-contaminated soil from the site. For inclusion in this category, concentration of PCBs shall exceed 1 mg/kg. Soil in this category shall be assumed to be contaminated with other constituents, including, but not limited to, arsenic, petroleum, and BTEX. Quote shall include the cost of characterization, removal, transportation, and disposal.

(15) Petroleum Contaminated Soil 1: The contractor shall provide a quotation for the removal and disposal of petroleum-contaminated soil from the site. For inclusion in this category, soils shall have a concentration of petroleum hydrocarbons (TPH) equal to or greater than 500 mg/kg, and/or of BTEX equal to or greater

than 10 mg/kg. Soils in this category shall be assumed to be contaminated with arsenic above background. Quote shall include the cost of characterization, removal, transportation, and disposal.

(16) Petroleum Contaminated Soil 2: The contractor shall provide a quotation for the removal and disposal of petroleum-contaminated soil from the site. For inclusion in this category, soils shall have a concentration of petroleum hydrocarbons (TPH) equal to or greater than 50 mg/kg, and less than 500 mg/kg, and total BTEX less than 10 mg/kg. Soils in this category shall be assumed to be contaminated with arsenic above background. Quote shall include the cost of characterization, removal, transportation, and disposal.

(17) NOT USED

(18) The City of Alexandria shall waive all fees associated with obtaining City of Alexandria Permits. Fee schedules for all other permits required for the Potomac Yard Station, including, but not limited to, National Park Service, Virginia Department of Transportation, Corps of Engineers, and any other State or Federal permit required shall be the responsibility of the Design Builder.

Contractor shall provide a quotation for an allowance to cover costs associated with permit fees for any permit fees not expressly waived by the City of Alexandria.

(19) Contractor shall provide an invoice for an allowance applicable to the cost incurred by the Design Builder which is paid directly to the utility companies for fees. Allowance will cover Design Builder costs such as tap and connection fees, applications, and inspections fees. Other utility cost including, but not limited to, design and utility installation do not apply to this allowance and shall be included in the Site Work Bid Item in the Design Builder's proposal.

(20) Allowance to cover costs to provide new conduit, cable troughs and/or duct banks for Traction Power, Automatic Train Control, and Communications along the existing alignment in cases where existing facilities do not provide adequate capacity for new cabling. Allowance is also for new cabling for Traction Power, Automatic Train Control and Communications between the Potomac Yard Station and the adjacent stations/rooms/buildings that would connect the new station to the remainder of the WMATA system. Costs covered under this allowance include, but are not limited to, design engineering, demolition, material procurement, installation and testing. Costs for conduit, cable troughs, duct banks and cabling within the limits of the new alignment are not covered under this Item, and shall be included in Items 13, 14 or 15.

(21) Contractor costs to provide a fully-glazed, floor-to-ceiling enclosure in lieu of woven metal mesh at the North Pedestrian Bridge, including modified mechanical and life safety systems as required. The Authority retains the right to exercise this option at the time of award or within 365 days after Notice to Proceed.

(1) The Design-Builder is responsible for the restoration of temporarily impacted wetland areas and other natural areas which are disturbed during construction. The Design Builder shall restore landscape elements and construct wetlands in accordance with the requirements from applicable sections of National Park Service Record of Decision (NPS ROD).

See Section 00 77 09, LIQUIDATED DAMAGES, for Liquidated Damages associated with the Milestone(s) listed above.

The Authority may modify the Contract, pursuant to Section 00 74 08, CHANGES, to extend the project schedule as often and in time periods as deemed necessary until completion of the Work under this Contract.

Early Completion: If the Design-Builder submits, in accordance with Section 01 33 00, SUBMITTAL PROCEDURES, 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 Design-Builder be unable to complete the Work before such Milestone, interim or Final Completion date. The duties, obligations, and warranties of the Authority to the Design-Builder shall be consistent with and applicable only to the completion of the Work and completion dates set forth in this Contract.

Project Schedule: The Project Schedule for this contract shall remain in effect, along with all legal rights and responsibilities enumerated in this contract, until all work has been substantially completed and accepted. Any work completion dates or durations specifically enumerated in this contract are for the purpose of establishing a project schedule, determining critical path activities, and assessing liquidated damages.

00 83 00 DISPUTES RESOLUTION BOARD (DRB) – **NOT USED FOR THIS CONTRACT.** In lieu of a DRB, WMATA and the Design-Builder will engage in an alternate dispute resolution process should an issue arise that would benefit from third party guidance. WMATA and the Design-Builder would need to agree to the form of disputes resolution and upon doing so WMATA will issue a change order. The costs associated with engaging third party assistance in the matter will be split equally between the parties.

00 83 03 AUTHORITY-FURNISHED PROPERTY

Modify Section 00 73 03, 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 Design-Builder is required to purchase or lease any property needed for, but not limited to, lay down, storage, or employee parking in its obligations to comply with the Project requirements.

00 84 01 CONSIDERATION AND BASIS OF PAYMENT

Modify Section 00 74 01, CONSIDERATION AND BASIS OF PAYMENT, in its entirety, and substitute the following:

A. In consideration of its undertaking under this Contract, the Design-Builder 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 00 51 00, DESIGN-

BUILD 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 Design-Builder 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 Design-Builder 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 Design-Builder.

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 Design-Builder is granted access to the work area.

   b. A delay during the “Hours of Work” occurs when the Authority requests the Design-Builder to vacate the work area and the Design-Builder is later allowed to return to the work area. A delay during the “Hours of Work” will begin when the Design-Builder is directed to stop work to vacate the work area and will end when the Design-Builder 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 Design-Builder to vacate the work area early. A delay at the end of the “Hours of Work” will be measured from the time the Design-Builder is directed to vacate the work area until the scheduled end of the “Hours of Work”.

4. The Design-Builder 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 Design-Builder remains mobilized until granted access or until the Design-Builder elects to cancel the work, or the Contracting Officer Representative cancels access for the period. However if the Design-Builder 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 Design Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder shall not be entitled to compensation for equipment, overhead, profit or extended overhead costs under this Section; however, this Section does not prohibit the Design-Builder 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 Contract Performance Time. 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 5 hours or more before the planned start	No delay payment due
Week Night	COR cancels full shift	The COR notifies Design-Builder 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 Design-Builder 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 Design-Builder less than 24 hours before the planned start	Pay 4 hours[1]

[1]No payment will be made if the Design-Builder is able to reassign the work crew to other work.

Hours of Work	Actual Hours Worked	Design-Builder	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	Design-Builder 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)

Hours of Work	Actual Hours Worked	Design-Builder	Terms of Payment
Weeknight Early Out Hours of Work: 2200 to 0400 (Weeknight Nonrevenue Similar)	Delayed Start 2235 to 0400 Delay 35 minutes	Design-Builder 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	Design-Builder 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	Design-Builder	Terms of Payment
Weeknight Early Out Hours of Work: 2200 to 0400 (Weeknight Nonrevenue Similar)	Start Delayed 35 minutes to 2235	Design-Builder is on Site ready to work Design-Builder 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	Design-Builder is on Site ready to work Design-Builder 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	Design-Builder is on Site ready to work Design-Builder elects not to go to work	Over 1 hour delay; pay 5 hours and 30 minutes delay
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	Design-Builder 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	Design-Builder 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	Design-Builder 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	Design-Builder 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	Design-Builder is on Site ready to work	Pay 2 hours and 30 minutes delay

Hours of Work	Actual Hours Worked	Design-Builder	Terms of Payment
Weekend Hours of Work: Friday 2200 to Monday 0400	Delay Friday 2200 to Saturday 0630. First shift cancelled at 0230. Work begins at 0630.	Design-Builder 1st shift is on Site ready to work until shift cancelled at 0230	Pay 8 hours delay

00 84 04 METHOD OF PAYMENT

Modify Section 00 74 04, METHOD OF PAYMENT, to add Paragraphs M and N:

M. As a condition of Final Payment, in addition to the retainage specified in this Section, $250,000 will be withheld until approved As-built Project Schedule is delivered to the Contracting Officer Representative and is determined to be complete and accurate.

N. As a condition of Final Payment, in addition to the retainage specified in this Section, $50,000 will be withheld until Operation and Maintenance Training is complete and accepted.

00 86 05 DISADVANTAGED BUSINESS ENTERPRISE

Modify Section 00 76 05, DISADVANTAGED BUSINESS ENTERPRISE, to delete Paragraph B and substitute the following:

B. The goal of DBE participation established for this Contract is 18% percent of the Contract Price.

00 86 07 LABOR PROVISIONS - DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Modify Section 00 76 07, LABOR PROVISIONS, to add Appendix D, Wage Determination Rates.

00 87 08 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Modify Section 00 77 08, INDEMNIFICATION AND INSURANCE REQUIREMENTS, to modify Article C. to the following:

C. General Insurance Requirements

1. Contractor shall procure, at its sole cost and expense the insurance outlined in this Section as follows:

   a. 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, without interruption. The coverages shall be maintained in force and effect for 3 years after final completion and acceptance of the Work, with the exception of Professional Liability.

   b. The insurance coverage and limits of insurance outlined in this contract 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.

   c. Upon written request from WMATA, contractor shall provide copies of any and all policy(s), including all endorsement(s), within 5 business days of such request.

   d. Insurance companies must have a minimum A. M. Best rating of A- VIII.

   e. Unless otherwise noted, “Claims Made” insurance policies are not acceptable.

   f. Any insurance policy utilizing a Self-Insured Retention (SIR) requires approval from WMATA.

2. Workers’ Compensation and Employer’s Liability

Required Minimum Limits of Coverage - See Division 00 87 07 for Minimum Limits of Coverage

Required Minimum Coverage(s):

a. Workers' Compensation Statutory Coverage must be provided on an "All States" basis.

b. 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.

3. Commercial General Liability

Required Minimum Limits of Coverage - See Division 00 87 07 for Minimum Limits of Coverage

Required Minimum Coverage(s):

a. 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.

b. 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.

c. Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with Section I below. Commercial General Liability and Umbrella Excess Liability forms must provide defense coverage for additional insureds.

d. Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with Section J below.

e. 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.

f. Defense Costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits for all primary and Umbrella Excess Policies.

g. 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.

h. 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.

i. 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. 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:

Required Minimum Limits of Coverage - See Division 00 87 07 for Minimum Limits of Coverage

Required Minimum Coverage(s):

a. Railroad Protective Liability (RRP) policy on a policy form that is acceptable to WMATA, issued by an insurance company that is acceptable to WMATA.

b. WMATA shall be the Named Insured.

c. Cost of RRP shall be the sole responsibility of Contractor.

d. 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.

5. 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.

6. Business Auto Liability

Required Minimum Limits of Coverage - See Division 00 87 07 for Minimum Limits of Coverage

Required Minimum Coverage(s):

a. 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.

b. Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with Section I below.

c. Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with Section J below.

d. 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 a. through c. above.

e. 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.

f. 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.

7. Professional Liability Insurance

Required Minimum Limits of Coverage - See Division 00 87 07 for Minimum Limits of Coverage

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

a. Actual coverage or tail coverage must be purchased and maintained for a period of time equal to the statute of repose.

b. Coverage can be written on an “Occurrence” or “Claims Made” Basis.

c. Coverage can be written on ‘Non-Admitted” paper.

8. Pollution Liability Insurance

Required Minimum Limits of Coverage - See Division 00 87 07 for Minimum Limits of Coverage

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

a. Coverage can be written on an “Occurrence” or “Claims Made” Basis.

b. Coverage can be written on ‘Non-Admitted” paper.

c. Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with Section I below.

d. Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with Section J below.

9. Builders’ Risk

Required Minimum Limits of Coverage - See Division 00 87 07 for Minimum Limits of Coverage

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

10. Additional Insured(s)

Contractor is required to add WMATA, its independent contractors, and the WMATA Board of Directors as additional insured(s) on all insurance policies purchased by Contractor, with the exception of Workers’ Compensation and Professional Liability.

a. Coverage provided to any Additional Insured shall be primary and non-contributory to any other insurance available to the Additional Insured.

b. Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.

c. Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction where the contract scope of work takes place.

d. Coverage available to the additional insureds is not limited to the minimum limits of coverage outlined in this document.

11. Waiver of Subrogation

Contractor and Sub-Contractors of every tier are required to have all insurance policies purchased by Contractor and Sub-Contractors of every tier, endorsed to waive the insurance company’s rights of recovery against WMATA, its independent contractors and the WMATA Board of Directors.

a. Coverage shall be provided on an endorsement that is acceptable to WMATA.

12. Certificate of Insurance (COI)

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

The certificate holder box should read:

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

Additionally;

a. Satisfactory COI delineating all required insurance coverage requirements under this Section shall be delivered before the execution of this Contract by WMATA.

b. COI shall state the RFP# and the name of your WMATA Procurement contact.

c. Failure to provide satisfactory evidence of all required insurance may result in Contractor and/or subcontractors of every tier being denied access to work locations, including, but not limited to WMATA properties.

d. COI reflect total limits of insurance purchased by Contractor for the types of insurance required under this Contract.

e. 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.

f. 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 so comply, and to continuously comply with these insurance requirements shall constitute a material breach of this Contract.

g. The COI shall specifically delineate the following:

1) Who is an Additional Insured under the policies delineated in this Section.

2) That each additional insured(s) as required under this Section is an additional insured on a primary and non-contributory basis.

3) That each additional insured(s) is an additional insured for ongoing operations of the Contractor in addition to the products and completed operations coverage.

4) That coverage providing a waiver of subrogation to each Additional Insured is compliant with the Waiver of Subrogation article of this Section.

5) That the issuing insurance company will mail written notice of cancellation of any of the required insurance policies to WMATA within 30 days of Cancellation. Use of "will endeavor to" as respects this requirement is not acceptable and must be deleted. Such notice shall be sent to:

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

h. The City of Alexandria is receiving project funding from the Northern Virginia Transportation Authority (NVTA). As part of the funding reimbursement process, NVTA requires a Certificate of Insurance (COI) from the contractor that lists NVTA and the City of Alexandria as being named as additional insured for the project. This is a condition and requirement before reimbursements can be distributed.

00 87 08 – Minimum Insurance Limits of Coverage and additional Insurance Requirements.

1. Minimum Insurance Limits of Coverage - Contractor

a. The limits of coverage outlined in this Division are minimum 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. Liability of the contractor under this contract is not limited to the minimum limits of coverage nor the actual limits of coverage purchased by contractor.

2. Workers' Compensation and Employers' Liability

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

3. Commercial General Liability

$50,000,000	Each Occurrence Limit
$50,000,000	General Aggregate Limit
$50,000,000	Products and Completed Operations Limit

4. Railroad Protective Liability

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

5. Business Auto Liability

$2,000,000	Per Occurrence Combined Single Limit

6. Professional Liability Insurance

$5,000,000	Each Claim and in the Aggregate

7. Pollution Liability Insurance

$10,000,000	Each Claim and in the Aggregate

8. Builder's Risk Insurance

Limits equal to the value of the	Each Occurrence

project	

00 87 09 LIQUIDATED DAMAGES

Modify Section 00 77 09, LIQUIDATED DAMAGES, to delete Paragraph A. and substitute the following Paragraph and subparagraphs:

A. The Design-Builder understands that if it fails to complete portions of or all of the Work as described in Supplementary Conditions Section 00 82 04, PROJECT SCHEDULE, the Authority will suffer damages, which have been estimated and are as specified below:

Milestone 1: Development Special Use Permit (DSUP) submittal to City of Alexandria. **$0**

Milestone 2: DSUP approval by City of Alexandria. **$0**

Milestone 3: Construction Access and Trailers: **$375 per cd**

Milestone 4: Approvals and Permits: **$636.00 per cd**

Milestone 5: Complete Communication & IT Rooms and Systems Facilities: **$2,493 per cd**

Milestone 6:: WMATA IT Complete Communications, & IT Room Equipment Installation **$0**

Milestone 7**:** Complete Prep for Double Cross-Over Install. & Track Cut-Over: **$0**

Milestone 8: Readiness for Installation of Fare Collection Equipment: **$1,630 per cd**

Milestone 9: Final Station Completion: **$2,772 per cd**

B. See Section 00 72 04, PERIOD OF PERFORMANCE AND/OR PROJECT SCHEDULE, for Project Milestone(s).

00 88 09 PARTNERING – NOT USED

Modify Section 00 70 00, GENERAL CONDITIONS, to add the following Section: PARTNERING WILL NOT BE USED FOR THIS CONTRACT

00 89 04 LIVING WAGE: ADD THE FOLLOWING SECTION 00 79 04 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 $13.85 per hour, and may be reduced by the Design-Builder's per-employee cost for health insurance.

2. The Design-Builder 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 (4) below;

b. Include the Living Wage clause in all Subcontracts 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 include or cause to be included, the substance of this Section, including this Paragraph c, in its Subcontracts covered by the Living Wage requirement at all tiers; and

d. Submit records with each monthly invoice supporting payment of the Living Wage Rate.

3. The Design-Builder 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. Design-Builders 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 Design-Builder 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.

00 89 05 COMMUNITY OUTREACH

ADD THE FOLLOWING NEW SECTION: 00 79 05 COMMUNITY OUTREACH

A. The Authority will establish and implement a program of public contact for conducting effective relationships with communities and businesses in proximity to the construction areas. Do not initiate contact with the public without Contracting Officer Representative approval.

B. The Authority will contact those residents and business owners who might reasonably be expected to be affected by the construction and make known to them the name of the Authority's representative on the worksite with responsibility for community outreach and explain to them the means by which the representative can be contacted expeditiously.

C. Design-Builder shall designate an a knowledgeable representative point of contact as needed to provide information about his own work in support of the Authority..

00 89 06 AVAILABILITY OF FUNDS

Modify Section 00 70 00, GENERAL CONDITIONS, to add the following Section:

00 79 06 AVAILABILITY OF FUNDS

A. Funds are not presently available for performance under this Contract beyond the fiscal year which ends June 30, 2018. The Authority's obligation for performance of the 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 Design-Builder 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 Provision.

00 89 07 ACCESS TO RECORDS

Modify Section 00 70 00, GENERAL CONDITIONS, to add the following Section:

00 79 07 ACCESS TO RECORDS

A. Apart from the more limited record access provisions of the Common Grant Rules, 49 U.S.C. Section 5325(g) provides FTA and DOT officials, the U.S. Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

00 89 08 FEDERAL STANDARDS

Modify Section 00 70 00, GENERAL CONDITIONS, to add the following Section:

00 79 08 FEDERAL STANDARDS

A. The Design-Builder agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto. The Recipient also agrees to follow the provisions of the most recent edition and revisions of FTA Circular 4220.1F, “Third Party Contracting Guidance,” except to the extent FTA determines otherwise in writing. The Design-Builder agrees that it may not use FTA assistance to support its third party procurements unless its compliance with Federal laws and regulations is satisfactory. Although the FTA “Best Practices Procurement Manual” provides additional third party contracting information, the Recipient understands and agrees that the FTA “Best Practices Procurement Manual” may omit certain Federal requirements applicable to specific third party contracts.

00 89 09 RECYCLED PRODUCTS

Modify Section 00 70 00, GENERAL CONDITIONS, to add the following Section:

00 79 09 RECYCLED PRODUCTS

A. The Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, requires governmental recipients to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247, direct that third party contracts of $10,000 or more with governmental recipients specify a competitive preference for products containing recycled materials identified in those EPA guidelines. For information about EPA’s recovered materials advisory notices, see EPA’s Web site: http://www.epa.gov/cpg/backgrnd.htm.

APPENDIX:

APPENDIX D – 00 86 07 WAGE DETERMINATION RATES

END OF SECTION

Alexandria. For reference purposes, DSUP#2016 – 0005 (Potomac Greens Park) provides a conceptual vegetative screening plan which was presented in coordination with NPS review.

(2) Restoration of temporarily impacted wetland areas which are disturbed during construction (per the NPS ROD). This will be completed in coordination and compliance with the USACE permit. It should be noted, if an area is not disturbed, it does not need to be restored.

(3) Restoration of natural areas which are disturbed during construction (per the NPS ROD)

(4) Restoration of cultural landscape elements (per the NPS ROD)

(5) No work shall occur outside the approved limits of disturbance. Any plantings shown in DSUP #2106-005 (drawing No. LP-102), which are outside the LOD are not required and shall not be completed.

(6) On DSUP #2016-005 (drawing No. LP-102) the “ponds” shown are not part of the PYMS Project, and shall not be incorporated in the Project’s Storm Water management design.

c. The Design Builder shall complete an invasive species management plan (per the NPS ROD)

d. The design builder shall design, permit and construct the temporary relocation of the Potomac Greens playground to be sited elsewhere within the Potomac Greens Neighborhood Association, and the playground restoration in kind at the existing location at the conclusion of the project. Scope of playground temporary relocation and restoration includes surfacing, site furnishings, and playground equipment (from DSUP#2016-004). It should be noted, if the design builder does not impact the existing playground, it does not need to be relocated and restored.

e. If disturbed during construction, the design builder shall restore in-kind the public walkway / pathway north of the Potomac Greens Park.

f. DELETED.

7. DELETED

8. Tree Conservation and Protection Program (TCPP): A TCPP will be developed per the City of Alexandria Landscape Guidelines and to the satisfaction of the Directors of P&Z and RPCA and the National Park Service (NPS). All proposed tree protection details shall be depicted on the final site plan and early site preparation permit plans. Such tree protection measures shall be installed prior to any site or utility work and be maintained throughout the construction period. The tree preservation measures shall be inspected by the City Arborist prior to any construction, demolition, grading or utility work for the site.

9. DELETED

10. Site Lighting: All Site Lighting shall be in accordance with the City of Alexandria standards. The lighting plan and lighting details will be consistent with the approved Potomac Yard Urban Design Guidelines that allow minimum light leakage, particularly around the perimeter of the site in order to minimize the obtrusion to the George Washington Memorial Parkway.

    In addition, the Design-Builder shall provide all Site work including site clearing, site and wetland restoration, site and wetland mitigation, site utilities, construction access roads required during construction, landscaping, graphics and signage required for the complete project.

such as switchgear and bus ducts, in which there are internal space heaters, the space heaters shall be kept energized. If permanent power for the space heaters is not available, the Design Builder shall provide the necessary temporary power.

H. DELETED

1.05 SUBMITTALS

A. Submit the following for approval in accordance with Division 01 and with the additional requirements as specified for each WMATA Standard Specifications.

1. Shop drawings:

a. Arrangement Drawings: The contractor shall submit equipment arrangement drawings within 90 days after Notice-to-Proceed for all substations and tie breaker stations. Contractor's equipment shall be designed to fit within the existing building dimensions and with the minimum required clearances required for placement, service, and operation of equipment. The Authority reserves the right to require different arrangements than proposed, provided such changes do not add material or equipment in excess of that covered by the Contract.

b. Within 40 days after receipt of NTP, submit a schedule of shop drawings.

c. For equipment furnished in this contract, provide complete shop drawings and documentation as specified elsewhere in this specification.

d. Update equipment interconnection wiring diagrams provided by equipment manufacturers to include panel board circuit designations for control power, connections to ETS and DTS cabinets, connections to annunciator from UPS, battery, control and interlock wiring between equipment, and similar conditions. Develop and submit composite interconnection diagrams showing terminal blocks, cable type, size and routing, appropriate cross-reference at both ends of cable termination, to the Engineer for approval.

e. Submit a complete drawing index for each substation and tie-breaker station.

f. Submit five (5) sets of shop drawings and relay settings for [13.8 kV], [34.5 KV] ac Switchgear including elementary and interconnection wiring diagrams to the Engineer for Power Company coordination and approval.

g. In addition submit to the Engineer five (5) sets of shop drawings for complete substation and Tie Breaker Station equipment, including bus duct, control cable tray, elementary wiring and interconnection diagrams for approval.

B. Electrical Calculations:

1. The Design Builder shall provide short circuit calculations for the purpose of setting protection relays for AC and DC feeder breakers, and Utility substation circuits, at all new or modified facilities. These calculations shall include settings for all protective relays in the substations being modified, and protective relays for the corresponding tracks at one substation beyond the substations listed herein. The Design Builder shall submit a Short-Circuit and Protection Settings Report (SCPSR) for approval for all electrical service connections. This report shall determine and verify overcurrent, short-circuit, and (if applicable to the Design Builder's design) dI/dt and delta I protection settings for AC, downstream circuit breakers and fuses and DC traction power circuit breakers. The SCPSR shall include; calculation of local and remote short-circuit levels; calculation of

NOTES:

1. THE DESIGN BUILDER SHALL DESIGN, PERMIT AND CONSTRUCT A PAVED DRIVEWAY FROM POTOMAC GREENS DRIVE/ CARPENTER ROAD TO THE STATION AS SHOWN ON THIS DRAWING, INCLUDING LIGHTING AND PERIMETER FENCING.

2. DRIVEWAY SHALL BE ADA-COMPLIANT FOR PEDESTRIAN USE. SIDEWALKS ARE NOT REQUIRED.

3. DRIVEWAY SHALL BE DESIGNED FOR HS-20 LOADING.

4. PAVEMENT SHALL BE NON-PERMEABLE, AND PROPOSERS ARE NOT BOUND TO THE LOCATIONS OF PERMEABLE SURFACING SHOWN ON DRAWINGS C04 AND C05. THE FINAL DESIGNER HAS DISCRETION TO DEVELOP ALTERNATE SWM SOLUTIONS TO REFLECT THE REDESIGN OF THE STATION ENTRANCES.

5. DRIVEWAY AND GRADING SHALL NOT INCREASE DISPLACEMENT OF WETLANDS.

6. ORIGINAL STATION PLAN SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

CONTRACT NO.
FQ16146

DESIGNED		DATE
DRAWN	MH	1.26.2018 DATE
CHECKED		DATE
APPROVED		DATE

REFERENCE DRAWINGS

NUMBER	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

DEPARTMENT OF TRANSIT INFRASTRUCTURE AND ENGINEERING SERVICES
OFFICE OF THE CHIEF ENGINEER, INFRASTRUCTURE

SUBMITTED _____ DATE

APPROVED _____ CHIEF ENGINEER DATE

POTOMAC YARD METRORAIL STATION
ACCESS ROADWAY
ALTERNATIVE 1
WETLAND IMPACT AREA: 65,600 SQFT (APPROX.)

SCALE	DRAWING NO.	SHEET NO.
	SK-202	