



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION A002	2. EFFECTIVE DATE (Same as block 17)
3. ISSUED BY PURCHASING SECTION Leaser T. Rivas Office of Procurement 600 Fifth Street, N.W. Room 3D-02-D Washington, D.C. 20001	4. ADMINISTERED BY (If other than block 3)
5. CONTRACTOR NAME AND ADDRESS  To All Potential Offerors	6. FORM TYPE (Check only one) <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. RFP FQ17095/LTR DATE: February 17, 2017 (See block 7)

**7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers  is extended,  is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning ONE copy of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**8. ACCOUNTING AND APPROPRIATION DATA (If required)**

**9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS**

- (a)  This Change Order is issued pursuant to \_\_\_\_\_  
The Changes set forth in block 10 are made to the above numbered contract/order.
- (b)  The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10.
- (c)  This Supplemental Agreement is entered into pursuant to authority of \_\_\_\_\_  
It modifies the above numbered contract as set forth in block 10.

**10. DESCRIPTION OF AMENDMENT/MODIFICATION**

Amendment A002 revises the Price Schedule; clarifies the Scope of Work (SOW), and provides Responses to Questions from potential offerors.

Except as provided herein, all terms and conditions of the document referenced in block 6, remain unchanged and in full force and effect

11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>ONE</u> COPY TO ISSUING OFFICE.	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		
12. NAME OF CONTRACTOR/OFFICE  BY _____ <small>(Signature of person authorized to sign)</small>	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY <u>Kunj Behari</u> <small>(Signature of Contracting Officer)</small>		
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or print)  Kunj Behari	17. DATE SIGNED  March 8, 2017

**ATTACHMENT - A**

**REVISED PRICE SCHEDULE**

**Note: All quantities are estimates for pricing purposes only.**

**BASE YEAR**

Category	Item No.	Line Item	Est. Quantity	Unit of Measure	Unit Price	Line Item Total Price
<b>Track Labor</b>	1	Labor - Foreman (ST Rate)	2,640	HR		
	2	Labor - Foreman (OT Rate)	1,320	HR		
	3	Labor - Operator (ST Rate)	2,640	HR		
	4	Labor - Operator (OT Rate)	1,320	HR		
	5	Labor - Laborer (ST Rate)	2,640	HR		
	6	Labor - Laborer (OT Rate)	1,320	HR		
	7	Labor - Supervisor (ST Rate)	2,640	HR		
<b>Direct Fixation Track Rehabilitation</b>	8	Fastener Replacement	9,600	EA		
	9	Anchor Bolts	18,800	EA		
	10	Grout Pad Rehabilitation (LF)	1,000	LF		
<b>Major Track Rehabilitation</b>	11	Crosstie Renewal	8,700	EA		
	12	Rail Renewal/Welds (LF)	13,260	LF		
	13	Track Gauging (LF)	11,000	LF		
	14	Roadway Cleanup (LF)	17,000	LF		
<b>Third Rail Component Renewal</b>	15	Insulator Renewal	10,600	EA		
	16	Protection Cover Replacement (LF)	16,600	LF		
<b>Base Year Total Price</b>						

**ATTACHMENT - A**

**REVISED PRICE SCHEDULE**

**Note: All quantities are estimates for pricing purposes only.**

**OPTION YEAR ONE (1)**

Category	Item No.	Line Item	Est. Quantity	Unit	Unit Price	Line Item Total Price
<b>Track Labor</b>	1	Labor - Foreman (ST Rate)	1,440	HR		
	2	Labor - Foreman (OT Rate)	720	HR		
	3	Labor - Operator (ST Rate)	1,440	HR		
	4	Labor - Operator (OT Rate)	720	HR		
	5	Labor - Laborer (ST Rate)	1,440	HR		
	6	Labor - Laborer (OT Rate)	720	HR		
	7	Labor - Supervisor (ST Rate)	1,440	HR		
<b>Direct Fixation Track Rehabilitation</b>	8	Fastener Replacement	9,600	EA		
	9	Anchor Bolts	16,800	EA		
	10	Grout Pad Rehabilitation (LF)	900	LF		
<b>Major Track Rehabilitation</b>	11	Crosstie Renewal	7,000	EA		
	12	Rail Renewal/Welds (LF)	9,360	LF		
	13	Track Gauging (LF)	6,000	LF		
	14	Roadway Cleanup (LF)	12,000	LF		
<b>Third Rail Component Renewal</b>	15	Insulator Renewal	3,600	EA		
	16	Protection Cover Replacement (LF)	9,600	LF		
<b>Option Year One (1) Total Price</b>						

**ATTACHMENT - A**

**REVISED PRICE SCHEDULE**

**Note: All quantities are estimates for pricing purposes only.**

**OPTION YEAR TWO (2)**

Category	Item No.	Line Item	Est. Quantity	Unit of Measure	Unit Price	Line Item Total Price
<b>Track Labor</b>	1	Labor - Foreman (ST Rate)	1,440	HR		
	2	Labor - Foreman (OT Rate)	720	HR		
	3	Labor - Operator (ST Rate)	1,440	HR		
	4	Labor - Operator (OT Rate)	720	HR		
	5	Labor - Laborer (ST Rate)	1,440	HR		
	6	Labor - Laborer (OT Rate)	720	HR		
	7	Labor - Supervisor (ST Rate)	1,440	HR		
<b>Direct Fixation Track Rehabilitation</b>	8	Fastener Replacement	9,600	EA		
	9	Anchor Bolts	16,800	EA		
	10	Grout Pad Rehabilitation (LF)	900	LF		
<b>Major Track Rehabilitation</b>	11	Crosstie Renewal	7,000	EA		
	12	Rail Renewal/Welds (LF)	9,360	LF		
	13	Track Gauging (LF)	6,000	LF		
	14	Roadway Cleanup (LF)	12,000	LF		
<b>Third Rail Component Renewal</b>	15	Insulator Renewal	3,600	EA		
	16	Protection Cover Replacement (LF)	9,600	LF		
<b>Option Year Two (2) Total Price</b>						

**ATTACHMENT - A**

**REVISED PRICE SCHEDULE**

**Note: All quantities are estimates for pricing purposes only.**

**OPTION YEAR THREE (3)**

Category	Item NO.	Line Item	Est. Quantity	Unit of Measure	Unit Price	Line Item Total Price
<b>Track Labor</b>	1	Labor - Foreman (ST Rate)	1,440	HR		
	2	Labor - Foreman (OT Rate)	720	HR		
	3	Labor - Operator (ST Rate)	1,440	HR		
	4	Labor - Operator (OT Rate)	720	HR		
	5	Labor - Laborer (ST Rate)	1,440	HR		
	6	Labor - Laborer (OT Rate)	720	HR		
	7	Labor - Supervisor (ST Rate)	1,440	HR		
<b>Direct Fixation Track Rehabilitation</b>	8	Fastener Replacement	9,600	EA		
	9	Anchor Bolts	16,800	EA		
	10	Grout Pad Rehabilitation (LF)	900	LF		
<b>Major Track Rehabilitation</b>	11	Crosstie Renewal	7,000	EA		
	12	Rail Renewal/Welds (LF)	9,360	LF		
	13	Track Gauging (LF)	6,000	LF		
	14	Roadway Cleanup (LF)	12,000	LF		
<b>Third Rail Component Renewal</b>	15	Insulator Renewal	3,600	EA		
	16	Protection Cover Replacement (LF)	9,600	LF		
<b><i>Option Year Three (3) Total Price</i></b>						

**ATTACHMENT - A**

**REVISED PRICE SCHEDULE**

**Note: All quantities are estimates for pricing purposes only.**

**OPTION YEAR FOUR (4)**

Category	Item No.	Line Item	Est. Quantity	Unit of Measure	Unit Price	Line Item Total Price
<b>Track Labor</b>	1	Labor - Foreman (ST Rate)	1,440	HR		
	2	Labor - Foreman (OT Rate)	720	HR		
	3	Labor - Operator (ST Rate)	1,440	HR		
	4	Labor - Operator (OT Rate)	720	HR		
	5	Labor - Laborer (ST Rate)	1,440	HR		
	6	Labor - Laborer (OT Rate)	720	HR		
	7	Labor - Supervisor (ST Rate)	1,440	HR		
<b>Direct Fixation Track Rehabilitation</b>	8	Fastener Replacement	9,600	EA		
	9	Anchor Bolts	16,800	EA		
	10	Grout Pad Rehabilitation (LF)	900	LF		
<b>Major Track Rehabilitation</b>	11	Crosstie Renewal	7,000	EA		
	12	Rail Renewal/Welds (LF)	9,360	LF		
	13	Track Gauging (LF)	6,000	LF		
	14	Roadway Cleanup (LF)	12,000	LF		
<b>Third Rail Component Renewal</b>	15	Insulator Renewal	3,600	EA		
	16	Protection Cover Replacement (LF)	9,600	LF		
<b>Option Year Four (4) Total Price</b>						

**ATTACHMENT - A**

**REVISED PRICE SCHEDULE**

**Continuation**

	<b>Total Price</b>
<b>Base Year</b>	
<b>Option Year 1</b>	
<b>Option Year 2</b>	
<b>Option Year 3</b>	
<b>Option Year 4</b>	
<b>Grand Total for Base Year and Option Years 1, 2, 3 &amp; 4 (NOT INCLUDING RAILWAY PROTECTION INSURANCE)</b>	
<b>*Railroad Protective Insurance Allowance (Estimate)</b>	<b>\$100,000.00</b>

**Note: \* Estimate for evaluation purpose.... will be reimbursed based on actual cost**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## ATTACHMENT - A

### REVISED PRICE SCHEDULE (Continued)

1. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract for the items listed in the Price Schedule. Each price for each item shall be firm fixed. All items will be ordered by the Contracting Officer, or Authority Representative and based on the items in the Price Schedule Sheet. Note that there is no guarantee that Orders will be issued for the total amount of the initial contract award or the Total Proposed Price.
2. All quantities are estimates for pricing purposes only. The offeror is notified that there will be no adjustment of unit prices for variations in quantities between the estimated quantities and the final quantities ordered in this contract.
3. The guaranteed minimum which will be required under this contract, and which will be initiated by one or more orders during any year shall be **\$100,000.00**. The maximum which may be ordered by one or more orders under this contract shall be for **\$20,000,000.00 per year**.
4. Failure to offer on all items will necessitate rejection of the offer.
5. Any offer that is materially unbalanced as to prices for the various items may be rejected as non-responsive. A materially unbalanced offer is one that is based on prices that are understated for some items of work and are materially overstated for other items of work.
6. The total offered price will be the sum of all price extension amounts for the listed items.
7. All extensions of the unit prices shown will be subject to verification by the Authority. In case of variation between the unit prices and the extension, the unit price will be considered the offer.
8. The unit price shown on the Price Schedule shall constitute full compensation for all costs of performance under this contract.
9. The contract price will be evaluated based on the total base price plus all option prices. The Authority retains the right to award based on total base price only, total base plus options or any combination of base price plus options.
10. The Authority's obligation under this Contract is limited to the amount of the orders placed and the availability of funds as described herein.
11. The offeror is placed on notice that it may not be paid for the estimated quantities listed on the Price Schedule Sheet. The final amount of the Contract and payment will be based on actual quantities ordered that may total more or less than the estimated quantity for each of the individual items.
12. The Offeror is further notified that an Order may not include all listed items and some items may not be ordered from this Contract by any order.
13. Invoices for payment shall be arranged to correspond to each order.



**ATTACHMENT - A**

**REVISED PRICE SCHEDULE**  
**(Continued)**

14. Davis Bacon Wage Determination Decision:

The Offeror(s) is advised that this contract contains Davis-Bacon provisions. The Contractor(s) will be required to submit certified payroll on a weekly basis. Also, the Authority will monitor compliance by performing Labor Standards Interviews of the labor force.

The Authority will hold retainage in a sufficient amount as may be considered necessary for any underpayment of wages and/or fringes until they fully resolved in accordance with the Labor Standards Provisions of the contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## **ATTACHMENT - B**

### **CLARIFICATION TO SCOPE OF WORK (SOW)**

**Following sections of scope work are amended to include the language provided below:**

**I). Page 3, Section 1.1.2:** WMATA will be on-site to direct the contractor per WMATA design criteria. The contractor will be performing track labor, not track construction. Contractor work that is not meet WMATA design standards will be remedied by the contractor, at no additional cost to WMATA.

**II). Page 7, Section 1.3.18:** WMATA will perform any required testing; the contractor will perform the labor and inspection under WMATA direction. Contractor work that does not meet WMATA testing requirements will be remedied by the contractor, at no additional cost to WMATA.

**III). Page 7, Section 1.4.17:** WMATA Design Criteria requires sections of continuous grout pad be no longer than 10 linear feet, which will be the preferred standard for this contract, opposed to the WMATA-1000 standard of 20 linear feet.

**IV). Page 11, Section 1.4.23:** WMATA will purchase, deliver, and batch the associated grout; the contractor will perform the labor and inspection under WMATA direction.

**V). Page 11, Section 1.4.23:** WMATA will perform any required testing; the contractor will perform the labor and inspection under WMATA direction. Contractor work that does not meet WMATA testing requirements will be remedied by the contractor, at no additional cost to WMATA.

**VI). Page 11, Section 1.4.23:** WMATA will perform any required testing; the contractor will perform the labor and inspection under WMATA direction. Contractor work that does not meet WMATA testing requirements will be remedied by the contractor, at no additional cost to WMATA.

## ATTACHMENT – C

### Responses to Questions from Potential Offerors

1. Question: Per Chapter III – Acceptance/Inspections/Deficiencies, Paragraph 1. Inspection of Services:  
a) Is the Contractor required to have a full-time QA/QC inspector? b) If yes, should this inspector be from an independent inspection and testing firm?

**Response: a) No. The Contractor Project Manager/Leadsman/Foreman/Supervisor who is performing progressive inspection of the work must have sufficient experience inspecting track work. Please refer to RFP Solicitation Instructions, Section 14. EVALUATION CRITERIA AND BASIS FOR AWARD, SUBSECTION - TECHNICAL CRITERIA NO. (2) Project Management Team and Quality Control and Statement of Work. The final inspection will be under the direction of WMATA. b) No.**

2. Question: Per Chapter III – Acceptance/Inspections/Deficiencies, Paragraph 9. Quality Assurance/Quality Control:  
Is the Contractor required to have a full-time Quality Manager dedicated to the project?

**Response: Refer to question one (1) response.**

3. Question: Document Control/Records Management/Process Control:  
What will be used as WMATA's Project Management Software System for document control, submittals, RFIs, pay apps, meeting agendas/minutes, project photos, punch list, etc.?

**Response: WMATA will not use any Project Management Software for this project.**

4. Question: Is there a bid-holders list or a list of interested general contractors that can be provided to the DBE firms for teaming opportunities?

**Response:**

- 1. Delta Railroad Construction, Inc-Contact Bob Licatta**
- 2. G.W. Peoples, Inc, Contact: Melvin E. Clark**
- 3. Cranemasters, Inc, Contact: Jeremy Tapp**
- 4. Balfour Beatty Rail, Contact: Colin Kendrick**
- 5. Railworks Corporation, Contact: Jim Hansen,**
- 6. R.J. Corman Railroad Group, Contact: Rick Johnson**
- 7. NRC, Contact: Chuck Baker**
- 8. AXIS Track Report, Contact: Dave Power**

5. Do you happen to have a list of interested general contractors that may be bidding on this project?

**Response: See response to question four (4).**

## ATTACHMENT - C

6. Question: Is the Contractor responsible for providing a Quality Manager as part of the project team? If yes, what are the qualifications for the Quality Manager (reference attached)?

**Response: Refer to question one (1) response.**

7. Question: Is the Contractor responsible for providing independent QC inspection and material testing?

**Response: Refer to question one (1) response.**

8. Question: What will the Authority use as their Project Management Software System (PMSS)?

**Response: Refer to question three (3) response.**

9. Question: Will Procore be used to manage all project documents and records, including RFIs, Submittals, Meeting Agendas/Minutes, Pay Applications, monthly reports (i.e., certified payrolls, DBE reports, progress reports, schedule updates, etc.)?

**Response: Refer to question three (3) response.**

10. Question: On the Base Year Price Schedule found in RFP FQ17095 it lists the duration as FY2017. Is this correct?

**Response: See Revised Price Schedule.**

11. Question: On the Price Schedule(s) listed in RFP FQ17095, some of the descriptions in the billable items show a unit of measure that does not correspond to the UOM column. Which is correct?

**Response: See Revised Price Schedule.**

12. What construction type (Heavy construction, Paving and incidental grading, Etc.) are we to use for pay rates on this project?

**Responses: Heavy construction.**

13. Question: On page 110 of your RFP information there is no defined bid bond security percentage stated. Typically we see 5%, 10% or 20%. Could you clarify what the bid bond security percentage shall be?

**Response: No Proposal, Performance/Payment Bonds are required. This is for services Contract, please refer to CHAPTER XI – ADDITIONAL FEDERAL PROVISIONS, Section 30. BONDING REQUIREMENTS – GENERAL; (a) through (f).**

## ATTACHMENT - C

14. Question: Due the amount of information requested for the Technical Criteria Evaluation could you please extend the Bid Due date by one week?

**Response: An amendment to extend the due date will be issued after the Pre-Proposal Conference.**

15. Question: Regarding Insurance coverages:

Please clarify if contractor elects to use WMATA's RRPL Allowance referenced on page 12, will this be deducted from revenues paid to the contractor?

**Response: Potential Contractor has to provide RPL and pay for insurance prior to award and actual cost of RPL will be reimbursed upon duly submitted invoice.**

16. Question: Regarding Bonding requirements:

- (a) Should an actual bid bond be submitted with the proposal or just a bond qualification letter with the proposal?
- (b) If a bid bond is requested, what is the bid percentage?, i.e. 5%/10% of amount bid?.
- (c) Is Surety's bid bond form acceptable?

**Response: Refer to question thirteen (13) response.**

17. Question: Since this is a multi-year contract, will WMATA accept annual renewable performance and payment bonds?

**Response: Refer to question thirteen (13) response.**

18. Question: Railroad Protective Insurance. Please clarify the RPL requirement.

On page 6 it is noted that the RPL needs to be included in the bid package. This cannot be done as it is a separate purchased policy either through WMATA or through 3<sup>rd</sup> party broker, specifically for the project once awarded.

**Response: See Revised Price Schedule. RRPL is a separate purchased policy either through WMATA or through 3<sup>rd</sup> party broker, specifically for the project once awarded, however, the offeror has to submit an estimated price for the base year with proposal; refer to Revised Price Schedule. Actual cost RRPL will be reimbursed.**

**If an offeror elects not to participate in WMATA RRPL Blanket Waiver Program, then offeror has to procure own RRPL Policy showing WMATA as the named insured.**

19. Question: On page 12, there is an allowance for RPL with a prefilled in amount. We do not currently know what this policy will cost until we complete the package, and this looks to be an allowance for 1 year. How do years 2 to 4 work in regards to practice of getting reimbursed for the actual costs of the RPL?

## ATTACHMENT - C

**Response: Estimate is provided for evaluation purposes only, the Contractor will be reimbursed for actual costs incurred.**

20. Question: In the RFP No. FQ17095/LTR the goal for participation by DBE (Disadvantaged Business Enterprise) firms is 15%. In Comparison to similar WMATA awarded contracts and given that the average DBE participation goal on transit projects in overlapping jurisdictions is between 28-30% as well as the preponderance of minority businesses in the DMV region, why is the goal on this system-wide maintenance project a mere 15%? Shouldn't the DBE goal remain consistent with current project obligations and be set at least 30%?

**Response: No. The goal was based on an analysis of willing, able and ready DBE's in the District of Columbia, Maryland and Virginia as reflected in WMATA DBE directory and census bureau data base.**

21. Question: Given the local economic impact of DBE inclusion, will greater weight or added value be given to a submission that exceeds any goal, particularly 15%?

**Response: There are additional evaluation criteria beyond the DBE element, and anyone that demonstrates through its appendix B submissions of the solicitation that they can meet the established goal of 15% will be considered to be in compliance with no extra weight given from this office perspective to those that exceed the goal. If awarded the contract, you will be given credit for exceeding the goal during the monitoring of your DBE participation plan.**

22. Question: We are a certified DBE with WMATA. If we bid as a general contractor can we use ourselves to satisfy the minority requirement?

**Response: Yes. If you exercise control of at least 30% of the total contract value with your own forces, you can satisfy the goal for DBE participation yourselves.**

23. Question: Whose DF fastener will we be using to replace the existing DF fasteners?

**Response: The current DF fastener used by WMATA is a Progress Rail SW-31. Other types of similar design may be used.**

24. Question: (a) For the anchor bolt replacement, is there some way you could give us a percentage of anchor bolts that will have to be core drilled? Or state that the current bid item is only for rock drilling? Or separate core drilling vs rock drilling according to locations? Core drilling as you know requires special drilling equipment and drill bits and having the availability of water, to inter mix core drilling and rock drilling anchor bolts during the same outage would be a logistical nightmare. Water being the biggest problem.

**Response: This contract is not for rock-drill only, as WMATA plans to perform most stud replacement using core drilling. During the preliminary inspection including WMATA and the contractor, the installation type will be identified, giving the contractor the ability to prepare the correct equipment.**

## ATTACHMENT - C

25. Question: Crossties-you stated that some crossties and 10' ties that were being removed were defined as obstructed or unobstructed; could you change the bid item to reflect the two categories?

**Response: No. The rationale for one crosstie line item is to simplify the contract, and the rate was averaged among the different installation costs.**

26. Question: Chapter XII WMATA Policies 1. B full time safety superintendent; based on the definition of "safety sensitive" we do not have to have a full time safety superintendent on this project-correct?

**Response: A Safety Superintendent/Officer will not need to be assigned full-time, but must be available for oversight, incident investigations, and DOT testing compliance, upon request by WMATA.**

27. Question: Item 8 on the Price Schedule, are the 9,600 fasteners in this item the number of fasteners that get changed without installing new anchor bolts?

**Response: Not necessarily. The line item reflects a cost per fastener replaced, and another line item reflects a cost per anchor bolt replaced. If a replaced fastener requires both anchor bolts be replaced, the contractor will charge for one fastener and two anchor bolts.**

28. Question: When new anchor bolts are installed will they be installed in pairs or will there be cases where we will replace only one anchor bolt per DF plate?

**Response: Some will need both replaced, some need one replaced, and others with none replaced. Condition specific.**

29. Question: Is WMATA also providing the shims for the DF plate installation?

**Response: WMATA will provide shims for DF fastener renewal.**

30. Question: Under Rail Replacement 1.7.4 WMATA will deliver rail to the site; does this mean to the actual location where the new rail will be installed? If we remove rail in 390' pieces can we cut the scrap rail into say 39' pieces before we move it to the rail yard to stockpile?

**Response: Yes. WMATA will deliver the rail to the installation site. Yes. The rail will be torch cut into 39-foot sections for return to the rail yard.**

31. Question: Item 14 on the Price Schedule, Roadway Cleanup's unit of measurement is LF; is this LF of Right of Way cleaned up? Are there sections of R/W that are measured for cleanup?

## ATTACHMENT - C

**Response: Yes. This measurement is linear feet of roadway cleaned, outside of the work performed by the contractor. Debris accumulated by contractor work will be included in the unit cost for that line item. The linear feet of cleanup will be determined using stationing markers on the roadway by the WMATA/contractor representatives signing the daily work report.**

32. Question: Could you please provide a drawing of the new DF plate we will be installing?

**Response: No. Photo is provided below.**



33. Question: In most of the work items it states that “This work will be occur in a production environment” What is the definition of “production environment”? And is the proposer for this contract to assume that all billable work items will be performed during (12) hour shift?

**Response: A production environment includes mass quantities of track components replaced or rehabilitated, opposed to spot replacement associated with track maintenance. Not all work will be performed in a 12-hour shift; this statement was used to give the bidder perspective regarding how much work may be required during a 12-hour shift, to determine capability.**

34. Question: Does this contract cover bid items to be installed in an environment outside of production?

**Response: There may be cases where punch-list items are assigned to the contractor, but this contract primarily includes capital production work.**



## ATTACHMENT - C

35. Question: For core drilling, who will be supplying the water, the storage devices for the water and the transporting of the storage tanks to the work-site.

**Response: The contractor will supply water tanks for core drilling and WMATA will transport them to the jobsites using work equipment/flat cars.**

36. Question: Will the core drilling be identified prior to start of work, so to be properly prepared?

**Response: Yes. Core drilling will be identified during the preliminary inspection including WMATA and the contractor, where the installation type will be identified, giving the contractor the ability to prepare the correct equipment.**

37. Question: For grout pads, is the contractor required to handle the batching of the mix, transportation of the mix and obtaining a supplier?

**Response: WMATA will provide, deliver, and batch the grout.**

38. Question: For rail replacement, is welding of the joints for installed rail to be included in the price of rail installation?

**Response: Yes. Welding of both ends of a 39-foot or 390-foot section of rail is included in the unit price for rail renewal.**

39. Question: For rail replacement, if a piece of rail installed cannot be welded immediately, will the responsibility of welding at a later time transfer off the responsibility of the contractor under this contract?

**Response: No. Rail renewal will be planned with enough time to weld both ends after installation. If there is a WMATA related delay that prohibits welding to be completed, the contractor will joint the rail, and WMATA personnel return at a later date to complete the welds.**

40. Question: For rail replacement, is the contractor responsible for Cadweld bonding of any installed rail joints or will WMATA signal department handle.

**Response: If temporary joints are required, WMATA will install jumper cables or perform Cadwelds.**

41. Question: Who will be responsible for surveying to ensure replaced grout pads and fasteners on the new grout pads are at the correct elevations.

**Response: WMATA surveyors will check grout pad elevation.**

## ATTACHMENT - C

42. Question: In the event that WMATA cannot provide a mobile grout mixing plant to the pour location(s) of new grout pads, will the responsibility remain with WMATA to deliver the grout mix to the pour site in an alternative method?

**Response: Yes. WMATA will provide the grout mix using an alternative method.**

43. Question: How many languages will the Road Worker Protection training (L1) be available?

**Response: Roadway Worker Protection training is taught in English only.**

44. Question: In consideration of the multiple jurisdictions where work is to be performed and the differing craft wage determination found in the Davis Bacon wage determination attached to FQ17095, for this proposal will WMATA be able to provide estimated quantities or percentage of work allocated by the multiple jurisdictions amongst the DC/MD/VA service areas?

**Response: See estimated percentage by jurisdictions where work is to be performed.**

**VA: 20%**

**MD: 30%**

**DC: 50%**

45. Question: If the responsibility of welding replaced rail at a later time from the time the rail is set in place and the contractor had rail welders on hand at the time the rail was set, will the contractor be additionally compensated for the loss of time related to the rail welding crew?

**Responses: If there is a WMATA related delay that prohibits welding to be completed, the contractor will joint the rail, and WMATA personnel return at a later date to complete the welds.**

46. Question: Is it possible throughout the cleanup and removal of track components that were removed by the contractor that the delivery of the old materials to the staging location or yard will be the sole responsibility of the contractor?

**Response: Scrap material will be transported the staging location or rail yard by the contractor, typically with a rail - cart pulled by work equipment. If large quantities need to be removed, WMATA will support using a prime mover flat car.**

47. Question: During running rail replacement will thermal adjusting of the replaced rail be the responsibility of the contractor and if so at what lengths?

**Response: The contractor will perform thermal adjustment if conditions allow, where practicable. If it is impractical to do so, due to temperature, time constraints, etc., WMATA will perform thermal adjustment at a later date.**

## ATTACHMENT - C

48. Question: Will it be the sole responsibility of WMATA to transport rail sticks or strings to the running rail renewal site and also to remove and return the old rail to the salvage staging or yard location?

**Response: WMATA will deliver all new rail to work zones. The contractor will cut old rail stringers and assist with loading/unloading new or scrap rail. Scrap rail will be transported primarily using WMATA work equipment/flat car, but the contractor will be required to transport small quantities to the rail yard.**

49. Question: CHAPTER VII – INDEMNIFICATION/INSURANCE/RISK OF LOSS (Section I), Indemnity, page 71. As written Contractor is responsible for WMATA negligence, the only relief is if incident is due to WMATA sole negligence. Sole negligence is difficult to prove, if Contractor is proven to be 2% negligent just because we are in the area, then contractor is required to pay 100% of the claim. We can agree and always have agreed to pay for our negligence, all we ask is for the same in return. Can we modify this paragraph to reflect that we both agree to pay for our own negligence? See suggestion attached.

**Responses: Any exception to the WMATA terms and conditions shall be included as part of Volume III of the proposal. The exceptions will be evaluated and will form the basis of the Source Selection process.**

**ATTACHMENT - C**

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