



AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION A003		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: <u>February 17, 2017</u> (See block 7)	
<p>7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</p> <p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> 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 <u>ONE</u> 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.</p>			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
<p>9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</p> <p><input type="checkbox"/> This Change Order is issued pursuant to _____</p> <p>The Changes set forth in block 10 are made to the above numbered contract/order.</p> <p>(b) <input type="checkbox"/> 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.</p> <p><input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____</p>			
<p>10. DESCRIPTION OF AMENDMENT/MODIFICATION</p> <p>Amendment A003 extends the date of submittal of proposals for RFP FQ17095/LTR from March 14, 2017 at 2:00 pm to March 27, 2017 at 10:00 am.</p> <p>This amendment further revises the Price Schedule (Attachment A); provides Responses to Questions from potential offerors at the Pre-Proposal Conference (Attachment B), and attaches the Pre-Proposal Attendance Sheet.</p> <p>Except as provided herein, all terms and conditions of the document referenced in block 6, remain unchanged and in full force and effect</p>			
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 13, 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
Track Labor Support	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		
Direct Fixation Track Rehabilitation	8	Fastener Replacement	9,600	EA		
	9	Anchor Bolt Replacement	18,800	EA		
	10	Grout Pad Renewal (LF)	1,000	LF		
Major Track Rehabilitation	11	Crosstie Renewal	8,700	EA		
	12	Running Rail Renewal/Welds (LF)	13,260	LF		
	13	Track Gauging (LF)	11,000	LF		
	14	Roadway Cleanup (LF)	17,000	LF		
Third Rail Component Renewal	15	Contact Rail Insulator Renewal	10,600	EA		
	16	Contact Rail Protection Cover Replacement (LF)	16,600	LF		
Base Year Total Price						

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
Track Labor Support	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		
Direct Fixation Track Rehabilitation	8	Fastener Replacement	9,600	EA		
	9	Anchor Bolt Replacement	16,800	EA		
	10	Grout Pad Renewal (LF)	900	LF		
Major Track Rehabilitation	11	Crosstie Renewal	7,000	EA		
	12	Running Rail Renewal/Welds (LF)	9,360	LF		
	13	Track Gauging (LF)	6,000	LF		
	14	Roadway Cleanup (LF)	12,000	LF		
Third Rail Component Renewal	15	Contact Rail Insulator Renewal	3,600	EA		
	16	Contact Rail Protection Cover Replacement (LF)	9,600	LF		
Option Year One (1) Total Price						

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
Track Labor Support	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		
Direct Fixation Track Rehabilitation	8	Fastener Replacement	9,600	EA		
	9	Anchor Bolt Fastener	16,800	EA		
	10	Grout Pad Renewal (LF)	900	LF		
Major Track Rehabilitation	11	Crosstie Renewal	7,000	EA		
	12	Running Rail Renewal/Welds (LF)	9,360	LF		
	13	Track Gauging (LF)	6,000	LF		
	14	Roadway Cleanup (LF)	12,000	LF		
Third Rail Component Renewal	15	Contact Rail Insulator Renewal	3,600	EA		
	16	Contact Rail Protection Cover Replacement (LF)	9,600	LF		
Option Year Two (2) Total Price						

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
Track Labor Support	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		
Direct Fixation Track Rehabilitation	8	Fastener Replacement	9,600	EA		
	9	Anchor Bolt Replacement	16,800	EA		
	10	Grout Pad Renewal (LF)	900	LF		
Major Track Rehabilitation	11	Crosstie Renewal	7,000	EA		
	12	Running Rail Renewal/Welds (LF)	9,360	LF		
	13	Track Gauging (LF)	6,000	LF		
	14	Roadway Cleanup (LF)	12,000	LF		
Third Rail Component Renewal	15	Contact Rail Insulator Renewal	3,600	EA		
	16	Contact Rail Protection Cover Replacement (LF)	9,600	LF		
Option Year Three (3) Total Price						

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
Track Labor Support	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		
Direct Fixation Track Rehabilitation	8	Fastener Replacement	9,600	EA		
	9	Anchor Bolt Replacement	16,800	EA		
	10	Grout Pad Renewal (LF)	900	LF		
Major Track Rehabilitation	11	Crosstie Renewal	7,000	EA		
	12	Running Rail Renewal/Welds (LF)	9,360	LF		
	13	Track Gauging (LF)	6,000	LF		
	14	Roadway Cleanup (LF)	12,000	LF		
Third Rail Component Renewal	15	Contact Rail Insulator Renewal	3,600	EA		
	16	Contact Rail Protection Cover Replacement (LF)	9,600	LF		
Option Year Four (4) Total Price						

ATTACHMENT - A

REVISED PRICE SCHEDULE

Continued

	Total Price
Base Year	
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	
Grand Total for Base Year and Option Years 1, 2, 3 & 4 (NOT INCLUDING RAILROAD PROTECTION INSURANCE)	
*Railroad Protective Insurance Allowance (Estimate)	\$100,000.00

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

Responses to Questions from Potential Contractors

1. Question: Will all the bid items be performed on the same weekend or will some weekends be set aside for certain items?

Response: The scope will vary each outage, but will primarily consist of fastener, crosstie, and insulator renewals.

2. Question: The prevailing wages are different for each district, is there a schedule of which districts the work will be performed in?

Response: Estimated percentages by jurisdictions where work will be performed:

VA: 20%

MD: 30%

DC: 50%

3. Question: Grout Pad Renewal 1.4, should we include in our price for grout pad renewal the cost to install the fasteners in that section or would we use our price from Bid Item 8 or 9?

Response: Fasteners, anchor bolts, and grout pads should all be priced separately.

4. Question: 1.3.12 mentions relocating a hole for installation of an “extended fastener plate”. How far is the extended hole from the original hole? Will the entire fastener still sit on the grout pad”, will drilling a hole farther out on the grout pad risk cracking?

Response: WMATA will not be using extended fastener plates. This was a conceptual idea that will not be implemented. Standard WMATA fasteners will be used in all cases. Most fasteners will be core drilled, so there will be minimal risk of drilling into longitudinal reinforcing bars.

ATTACHMENT – B

Responses to Questions from Potential Contractors
(Continued)

5. Question: What track time can we expect to complete work?

Response: Typical work schedules will be during the night shift (10pm to 6am weeknights) or 52-hour weekend outages (10pm Fri through 4am Mon). There may also be continuous outages (between 1-2 weeks, 6am to 6pm, 6pm to 6 am) or daytime work (7am to 3 pm weekdays).

6. Question: Are we able to bid only on some items and not all?

Response: To be considered, all line items must be priced.

7. Question: How many hours of continuous work are guaranteed?

Response: As this is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract, the guaranteed work is the minimum contract value.

8. Are weekend outages a possibility?

Response: See answers to questions one (1) and five (5).

9. **Section 1.11 Track and Labor Support, Article No. 1.11.4 of the Scope of Work is revised as follows: Track Labor Support will be reported as contractor straight time/overtime hours, per job classification (Gang Foreman, Equipment Operator, Track Laborer, and Track Supervisor), with quantities entered in the daily work report at the end of each shift. Any overtime shall be pre-approved via signature by a WMATA field representative. The Contractor must provide the necessary documentation including, but not limited to, daily reports which reflect the total number of overtime hours, regular and overtime hours by individual worker, timeframe, and description of work performed during the overtime hours, which will be submitted to the COTR for final review and approval.**

PRE-PROPOSAL CONFERENCE

ATTENDANCE SHEET

RFP NUMBER: RFP FQ17095/LTR

DATE: March 10, 2017

CONTRACT DESCRIPTION: System Wide Track Rehabilitation

LOCATION: WMATA - 3rd Floor, Jackson Graham Building

NAME	COMPANY	PHONE	EMAIL
Hunter, Ernest	WMATA	301 955-5186	ehunter@wmata.com
Leah T. Riggs	WMATA	202-962-5580	leah@wmata.com
Jim Leposky	CRANEMASTERS	804-387-8047	Jim.LEPOSKY@CRANEMASTERS.COM
Phil Rosberry	CRANEMASTERS	804 317 5025	phil.rosberry@cranemasters.com
Wayne Riggs	RAILROAD CONSTRUCTION	856-423-2220	WRIGGS@RAILNJ.COM
Kevin Gleig	WMATA	703-667-2557	kgleig@wmata.com
Abbas Ebrahim	WMATA	703-667-2615	aebrahim@wmata.com
Metw Clark	GWPC	202-498-4486	ME@GWPC.COM
David Luvarq	Rhinchart	410-879-1320	David@Rhinehartrailroad.com

PRE-PROPOSAL CONFERENCE

ATTENDANCE SHEET

RFP NUMBER: RFP FQ17095/LTR

DATE: March 10, 2017

CONTRACT DESCRIPTION: System Wide Track Rehabilitation

LOCATION: WMATA - 3rd Floor, Jackson Graham Building

NAME	COMPANY	PHONE	EMAIL
Steve Yoder	Balfour Beatty	608-712-3377	SYODER@BBRC.COM
Judy O'Leary	Judy O'Leary	703-667-2755	joleary@wmata.com
Roy Hawkins	GW Peoples	412-700-0985	rhawkins@gwpeoples.ca
Dan Spawhauer	GW Peoples	412-720-3888	DSpawhauer@gwpeoples.ca
Aaron Ryel	Delta Railroad	440-992-2997	aaron.ryel@deltarail.com
Dave Luvans	Rhinchant	410-879-1322	davel@rhinchant.com
Michelle Bullock	Bullock Const. Inc.	410-763-7250	rhinchantrailroad.com michelle@bullockrailroad.com
Mark Stoppinich	Mark Stoppinich		GW Peoples Contract
Diane Graham	WMATA	202 962 5922	dugraham@wmata.com