

SECTION 00 80 00
SUPPLEMENTARY CONDITIONS

This Section includes Modifications to the Section 00 70 00, GENERAL CONDITIONS (RFP), for requirements unique to a specific project and is hereby incorporated into the General Conditions by reference. This Section 00 80 00, SUPPLEMENTARY CONDITIONS (RFP), which specifies modifications to the General Conditions, shall be read in conjunction with Section 00 70 00, GENERAL CONDITIONS (RFP), and which will be cited in Section 00 70 00, GENERAL CONDITIONS (RFP), using the same last two digits of the Section number; i.e., a modification to Section 00 72 05, COMMENCING THE WORK, is indicated as Section 00 82 05, COMMENCING THE WORK.

00 80 01 DEFINITIONS

Modify Section 00 70 01, DEFINITIONS, to modify the following Paragraph A:

8. Proposal: The written offer of a Proposal submitted to the Authority as required by the Request for Proposal (RFP).
9. Proposer: The prospective Contractor who submits a Proposal to perform the Work of the Contract.

00 80 06 PERMITS AND RESPONSIBILITIES

Modify Section 00 70 06, PERMITS AND RESPONSIBILITIES, to add the following Paragraph:

- A. Contractor shall obtain all additional permits from Utilities and Jurisdictional Authorities as needed.

00 81 00 WORK BY CONTRACTOR

Modify Section 00 71 00, WORK BY CONTRACTOR, to delete Paragraph A. and substitute the following Paragraph:

- A. The Contractor shall perform, with its own organization, work equivalent to at least 15% of the value for the construction work. The Contractor markup for overhead and profit on work performed by Subcontractors shall not be included in determining the percentage.

00 81 05 SITE INVESTIGATION

Modify Section 00 71 05, SITE INVESTIGATION, Paragraph A as follows: Replace the word "Bid" with "Proposal".

00 82 04 PERIOD OF PERFORMANCE AND PROJECT SCHEDULE

Modify Section 00 72 04, PERIOD OF PERFORMANCE AND PROJECT SCHEDULE, to delete Paragraph A and substitute the following Paragraph and subparagraphs:

- A. Site Access Restrictions: Site Access for the Work Platform Construction: In order to facilitate other construction occurring at selected station sites, the Contractor is granted access for Work Platform construction as follows:
 1. Metro Center, Shady Grove, Huntington South, Judiciary Square South, Gallery Place West and the Dupont North Station Sites at NTP.
 2. #Brookland East Station Site: ~~January 11, 2016~~ November 16, 2015.
 3. Deanwood Station Site: ~~August 17, 2015~~ August 17, 2016.
 4. Smithsonian South Station Site: ~~May 1, 2017~~ Oct 1, 2017 #

5. Minnesota Station Site: October 9, 2017.
6. Smithsonian North Station Site: March 16, 2017.

B. Milestone Deliverables

1. #Milestone 1: Work Platforms at Shady Grove, Metro Center, ~~Deanwood~~ and Brookland Stations - Complete all design, permitting and construction of all Work Platforms as indicated on the drawings, NTP and 180 CDS.
 2. Milestone 2: Huntington South and Deanwood Station Canopies - Complete all permitting and construction work for the new Canopy over the existing Escalator, including all appurtenant facilities, final landscaping, and lighting, conduct substantial completion inspection, NTP+365 430 CDS. #
 3. Milestone 3: Complete three additional Escalator Canopies in addition to the Milestone 2 Huntington South Escalator Canopy - Complete all permitting and construction work for these new Escalator Canopies, including all appurtenant facilities, final landscaping as required, and lighting, conduct substantial completion inspection, NTP+730 CDS
 4. Milestone 4: Complete Four additional Escalator Canopies in addition to the Milestone 2 Huntington South Escalator Canopy and the Milestone 3 Canopies - Complete all permitting and construction work for the new Escalator Canopies, including all appurtenant facilities, final landscaping as required, and lighting, conduct substantial completion inspection, NTP+1095 CDS
 5. Final Completion: Complete the two remaining Escalator Canopies in addition to the Milestone 2 Huntington South Escalator Canopy, the Milestone 3 Canopies, and the Milestone 4 Canopies and Option 1 Canopy (Smithsonian North) if exercised. - Complete all permitting and construction work for these new Escalator Canopies, including all appurtenant facilities, final landscaping as required, and lighting; conduct final completion inspection, NTP+1460 CDS
- B. The Authority may modify the Contract, pursuant to Section 00 74 08, CHANGES, to extend the Period of Performance as often and in time periods as deemed necessary until completion of the Work under this Contract.
- C. Early Completion: If the Contractor submits, in accordance with Section 01 32 20, CONTRACT PROGRESS REPORTING, 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 Contractor be unable to complete the Work before such Milestone, interim or Final Completion date. The duties, obligations, and warranties of the Authority to the Contractor shall be consistent with and applicable only to the completion of the Work and completion dates set forth in this Contract.

00 83 00 DISPUTE RESOLUTION

Modify Section 00 73 00, DISPUTE RESOLUTION, to add the following Paragraphs and subparagraphs:

C. Disputes Review Board and Procedures

1. Disputes Review Board (DRB) shall be established within 60 Days after the Contract Award has been issued to the Contractor. The DRB shall consist of one member selected by the Authority, one member selected by the Contractor, and a third member, who shall be the chairperson, selected by the first two members. The selection of qualified DRB members shall be made in accordance with the following rules and procedures.

a. Rules and Procedures

Umbrella Excess Liability policy provided that the Umbrella Excess Liability policy complies with items 1 through 3 above.

6. Article 6. Professional Liability Insurance

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:

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- a. Minimum Policy limits of ~~\$5,000,000~~ \$2,000,000 each claim. #
- b. Actual coverage or tail coverage must be purchased and maintained for a period of time equal to the statute of repose.
- c. Coverage can be written on an "Occurrence" or "Claims Made" Basis.
- d. Coverage can be written on 'Non-Admitted" paper.

7. Article 7. Pollution Liability Insurance

NOT APPLICABLE

8. Article 8. Builders' Risk

Contractor shall purchase and maintain at its cost a builders "all risk" insurance policy for the project covering work at the project sites. 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. **A copy of this policy must be provided for review.**

9. Article 9. Additional Insured(s)

Contractor and Sub-Contractors of every tier are required to add WMATA, its independent contractors, and the WMATA Board of Directors as additional insured(s) on all insurance policies purchased by Contractor and Sub-Contractors of every tier, with the exceptions 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. The additional insured coverage shall be maintained in force and effect for three years after final completion and acceptance of the Work. **(See Article 1 – number 1)**
- d. 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. 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.
- e. Coverage available to the additional insureds is not limited to the minimum limits of coverage outlined in this document.

10. Article 10. Waiver of Subrogation