

**EXHIBIT 1.1
TO
AMENDED AND RESTATED DESIGN-BUILD CONTRACT
(DEFINITIONS)**

DULLES CORRIDOR METRORAIL PROJECT

EXHIBIT 1.1 DEFINITIONS

As used in the Contract to which this Exhibit is attached and in the other Contract Documents, the following terms shall have the meanings set forth below. References to Articles or Sections shall mean Articles or Sections of the Contract unless otherwise specified.

Affidavit of Payment and Partial Lien Release means an executed affidavit and release from Contractor as specified in Section 14.2.1(d).

Affiliate means: (a) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Contractor or any of its members, partners or shareholders holding an interest in Contractor; and (b) any Person for which ten percent (10%) or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by: (i) Contractor; (ii) any of Contractor's members, partners or ten percent (10%) or greater shareholders; or (iii) any Affiliate of Contractor under part (a) of this definition. For purposes of this definition the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

Allowance Items has the meaning specified in Section 14.1.6.

ARS means the WMATA Adopted Regional System.

Authorized Contractor Representative means any person designated in writing by Contractor's Project Executive Director to act on behalf of Contractor.

Authorized Owner Representative, Owner's Authorized Representative or Owner Representative means any person designated in writing to act on or behalf of Owner's Contracting Officer.

Basis of Design Report means the document attached as Appendix 2, developed under the Comprehensive Agreement to identify the design criteria, standards and deviations from criteria and standards used for the Preliminary Engineering Plans and Specifications.

Bechtel Guarantor means Bechtel Systems & Infrastructure, Inc.

Books and Records refer to those books, records, documents and other items discussed in Section 12.6.

Business Day means any day other than a Saturday, Sunday or other day on which The New York Stock Exchange or banks are authorized or required to close in New York, New York or Richmond, Virginia.

CA Supplement means the supplement to the Comprehensive Agreement entered into between Owner and Contractor, effective November 15, 2007, that governs the performance of the Utility Relocation Work.

Category 1 CPM Delays is defined in Section 13.1.2(a).

Category 2 CPM Delays is defined in Section 13.1.2(a).

CCIP means Contractor-Controlled Insurance Program.

Certificate of Dynamic Testing Readiness means the certificate issued by Owner in accordance with Section 17.3.2.

Certified Claim is defined in Section 28.2.1.

Change in Law means any material change in or new enactment of any written Laws, Regulations and Ordinances, or change in the judicial or written administrative interpretation of, or adoption of any new Laws, Regulations and Ordinances, after the Effective Date of the Original Contract, which affects the cost or schedule of performing the Work, including but not limited to Regulatory Approvals. Change in Law shall not include changes in Regulatory Approvals relating to Contractor's corporate existence or the maintenance of its business.

Change Order is defined in Section 19.2.1(b).

Claims means any and all claims, disputes, disagreements, causes of action, demands, suits or proceedings.

CMMR Contractor means the separate contractor(s) engaged by Owner to perform CMMR Services.

CMMR Services is defined in Section 9.2.2.

Comprehensive Agreement means the Comprehensive Agreement identified in Paragraph A of the Recitals to the Contract, and all exhibits thereto, as supplemented or amended from time to time.

Contract Allowance Price shall have the meaning set forth in Section 14.1.6.

Contract Documents is defined in Section 1.3.1. All exhibits if and when executed by a party become Contract Documents.

Contract Price shall have the meaning set forth in Section 14.1.1 of the Contract.

Contractor means Dulles Transit Partners, LLC, a Virginia limited liability company, and its permitted successors and assigns.

Contractor Background Data is defined in Section 16.3.2.

Contractor Event of Default has the meaning set forth in Section 25.1.1 of the Contract.

Contractor-Related Party means: (a) Contractor; (b) Bechtel Infrastructure Corporation; (c) Washington Group International, Inc.; (c) any Subcontractor; (d) any other

Persons performing any of the Work; (e) any other Persons for whom Contractor may be legally or contractually responsible; and (f) any Affiliate, employees, agents, officers, directors, shareholders, representatives, consultants, successors, assigns and invitees of any of the foregoing.

Corps Equipment Schedule Rates means the Construction Equipment and Operating Expense Schedule – Region II, published by the US Army Corps of Engineers.

Critical Path(s) means the longest chain or chains of connected activities through the Project network in terms of time with the least amount of positive slack or the greatest amount of negative slack. Where multiple calendars are included in the Project Schedule, the longest path sort will be used to calculate the Critical Path(s) and Float.

CTB or Board means the Commonwealth Transportation Board, a board of the State.

days means calendar days, unless otherwise designated.

DBE means Disadvantaged Business Enterprise.

DCAA means the Defense Contract Audit Agency

Defect means any failure of the Work or any component of the Work to conform to the requirements of the Contract Documents, including any breach of the warranty set forth in Article 11.

Design Standard Change Proposal is defined in Section 3.4.1.

Design-Build Contract or **Contract** means this Amended and Restated Design-Build Contract between Owner and Contractor.

Design Professional means individual(s), partnership(s), firm(s), corporation(s) or other business entity(s), including Contractor or those employed or retained by Contractor, to perform design services for the Project.

Development Work means the relevant work performed by Contractor pursuant to the Comprehensive Agreement.

Deviation means a deviation from the Required Design Standards of WMATA, VDOT, VDRPT or any other third party, as set forth in the Contract Documents.

Disadvantaged Business Enterprise Subcontracting Plan is the plan attached as Exhibit 23.2.1 to the Contract.

Differing Site Conditions is defined in Section 5.1.

Directive Letter means each letter issued by Owner pursuant to Section 19.2.4.

Dispute means a controversy, matter in question, or difference of opinion that remains unresolved following good faith negotiations between representatives of Owner and Contractor. Disputes may include such matters as Change Orders, interpretation of the Contract Documents, or costs and time for performance.

Division 1 means the document attached as Appendix 1 to the Contract.

Draft Plans and Specifications means all drawings (including plans, elevations, sections, details and diagrams) furnished by Contractor showing the sizes, shapes and location of component elements comprising the Project and all specifications, reports, calculations, records and submittals necessary for design of the Project furnished by Contractor as described in Article 3.

Draw Request means the draw request form described in Section 14.2.1.

Dynamic Testing Readiness shall have the meaning set forth in Section 17.3.1.

Effective Date means July 25, 2008.

Effective Date of the Original Contract means June 19, 2007.

Equipment and Materials shall mean all of the equipment, materials, machinery, apparatus, structures, supplies and other goods required by the terms of the Contract Documents to complete the Work and incorporated into the Project. Equipment and Materials shall not be construed to include any materials, apparatus or tools owned by Contractor or any Subcontractor that are used to complete the Work but are not contemplated under the Contract Documents to become incorporated into the Project.

Excusable Delay is defined in Section 13.2.

Fairfax County means Fairfax County, Virginia.

FAR means the Federal Acquisition Regulations.

Final Acceptance means the stage of completion of the Work when all of the events and conditions described in Section 17.5.2 have occurred.

Final Acceptance Date means the date on which Final Acceptance occurs.

Final Acceptance Certificate means a certificate executed by Owner and Contractor in accordance with Section 17.5.3.

Final Baseline Schedule is the schedule approved by Owner in accordance with Section 01322 in Division 1.

Final Design means the portion of the Work which involves the Preliminary Plans and Specifications being advanced to completion of the Plans and Specifications.

Final Design Notice to Proceed means the notice issued by Owner pursuant to Section 2.6.2 directing Contractor to commence Final Design of the Work.

Final Fixed Price Proposal means the proposal Contractor delivered to Owner on March 27, 2007 in accordance with the Comprehensive Agreement.

Final Fixed Price Proposal Pricing Date means March 27, 2007.

Fixed Price Proposal means the proposal Contractor delivered to Owner on January 18, 2007 in accordance with the Comprehensive Agreement.

Float or Project Float means the amount of time an activity can be delayed without affecting the Project Critical Path(s).

Force Majeure Event is defined in Section 13.4.1.

Force Majeure Reserve is defined in Section 13.4.3.

FTA means the Federal Transit Administration.

Full Notice to Proceed means the notice issued by Owner pursuant to Section 2.8.1 directing Contractor to commence the entire Work for Phase I following the execution of the full funding grant agreement.

Geotechnical Report means that Geotechnical Evaluation Report, dated February 17, 2006, as supplemented by Supplemental Engineering – Task D.

Generally Accepted Accounting Principles or GAAP means such accepted accounting practice as, in the opinion of the Accountant, conforms at the time to a body of generally accepted accounting principles.

Governmental Person means any federal, state, local or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity.

Hazardous Substance or Hazardous Materials means: (a) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136 et seq., Virginia Waste Management Act, §10.1-1400 et seq., Code of Virginia (1950) as amended, all as amended or as may be amended, any other federal, state or local Laws, Regulations and Ordinances resolution, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any contaminated, polluted, hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; (b) any substance, product, waste or other material of any

nature whatsoever which may give rise to liability under any of the above statutes; (c) petroleum or crude oil or products thereof other than petroleum and petroleum products which are contained within regularly operated motor vehicles; (d) asbestos; and (e) radioactive wastes and substances.

Initial Baseline Schedule means the “Initial Baseline Schedule – Proposed Final Baseline Schedule and Narrative,” dated June 25, 2008, attached as Appendix 10 to this Contract.

Interim Agreement(s) mean those agreements entered into between Owner and Contractor under the Comprehensive Agreement and/or the CA Supplement prior to the issuance of the Full Notice to Proceed, which agreements identified, among other things, certain scope of work to be performed by Contractor and the terms associated with such work.

Key Personnel means those individuals and positions identified in Exhibit 8.1.

Laws, Regulations and Ordinances means all applicable laws, codes, rules, ordinances, restrictions and regulations of the federal government or any state, regional or any local government (including those resulting from the initiative or referendum process) or quasi-government entity and judicial or administrative orders.

LD Date shall mean the date that is seven (7) months after the Scheduled Substantial Completion Date, as such Scheduled Substantial Completion Date may be adjusted pursuant to Article 13.

Liability Cap is defined in Section 26.2.2.

Lien means any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement under the Virginia Uniform Commercial Code).

Limited Notice to Proceed means the notice(s) issued by Owner pursuant to Section 2.5 directing Contractor to commence performance of a limited portion of the Work as specified in such notice.

Liquidated Damages means the liquidated damages to be paid under and in accordance with Section 26.1 of the Contract.

Major Subcontractors are those Subcontractors supplying key components of the Work and any Subcontractors with a Subcontract worth \$5 million or more.

Materials is a term that is sometimes used in lieu of the term “Equipment and Materials” and encompasses materials, supplies or similar goods required by the terms of the Contract Documents to complete the Work and incorporated into the Project. Materials shall not be construed to include any materials, apparatus or tools owned by Contractor or any Subcontractor

that are used to complete the Work but are not contemplated under the Contract Documents to become incorporated into the Project.

Maximum Payment Curve means the curve established as described in Section 14.1.5, which constitutes a cap on the aggregate amount of payments which may be made to Contractor hereunder at any specified time.

Monthly Updated Schedule means the schedules updated monthly in accordance with Section 01322 of Division 1.

Notice of Default means a noticed issued by Owner or Contractor pursuant to Article 25.

Notice of Proposed Change means a notice issued by Owner concerning a possible Change Order, as specified in Section 19.2.2 of the Contract.

Notice of Termination means a notice issued by Owner or Contractor to terminate the Contract pursuant to Articles 25 and 27 of the Contract.

Notice to Proceed means a notice issued by Owner directing Contractor to commence the Work, or a portion thereof, for Phase 1.

Operational Readiness Testing means the activities conducted by WMATA following Substantial Completion during which revenue operation of trains and other Project equipment is simulated.

Original Contract means the Design-Build Contract entered into between Owner and Contractor effective June 19, 2007.

Original Initial Baseline Schedule means the "Initial Baseline Schedule and Narrative, Revision 5," dated March 25, 2007, attached as Appendix 5 to this Contract.

Oversight Services means those services and functions Owner has the right or obligation to perform or to cause to be performed under the Laws, Regulations and Ordinances or any Project Agreement in order to monitor, review, manage or administer the Project Agreements or the work or performance of Contractor under the Contract, as more fully described in Section 4.2 of the Contract.

Owner means the Metropolitan Washington Airports Authority, its assignees and any other entity succeeding to its powers, authorities and responsibilities under the Contract.

Owner Indemnitee means and includes Owner, VDRPT, the Commonwealth Transportation Board, the Commonwealth of Virginia, Fairfax County, Loudoun County, WMATA, VDOT and TRIP II and all elected representatives, appointed officials, commissioners, officers, members, employees, authorized agents and authorized representatives of any of them.

Owner Regulatory Approvals has the meaning set forth in Appendix 7.

Owner's Contracting Officer means the person designated by Owner with the authority to enter into, administer, and/or terminate this Contract and make related determinations and findings.

Parent Company Guarantees means the guarantees issued by the Bechtel Guarantor and the Washington Guarantor pursuant to Section 22.6 of the Contract.

Performance and Payment Bond shall mean the bond described in Section 22.5 of the Contract.

Person means any individual, public or private corporation, county, district, authority, municipality, political subdivision or other entity of the State or the United States of America, and any corporation, limited liability company, partnership, association, firm, trust, estate, or any other entity whatsoever.

Phase 1 means the initial segment of the Project (approximately 11.6 miles), extending the Metrorail Orange Line from its current terminus near the West Falls Church Station through Tysons Corner to Wiehle Avenue. It will include five stations, an expansion of the existing service and inspection yard at West Falls Church, ancillary facilities (traction power substations, tie-breaker stations and stormwater management ponds), a pocket track located west of Wiehle Avenue Station and tail tracks outbound of the interim terminus at Wiehle Avenue.

Phase 1 Environmental Site Assessment means a study that meets the requirements of 42 U.S.C. Section 9601(35)(B), as amended and at a minimum, meets the requirements of ASTM Standard 1903-97.

Phase 2 means the second segment of the Project, extending the Metrorail Orange Line from Wiehle Avenue (where the Phase 1 improvements end) through Dulles International Airport to Route 772 in Loudoun County. It will include six stations, ancillary facilities (traction power substations, tie-breaker stations and stormwater management ponds), a new service and inspection yard and tail tracks outbound of the terminus at Route 772.

Phase 2 Amendment means the fully executed amendment between Owner and Contractor providing, among other things, pricing data, completion dates and other information sufficient to allow Work to proceed on Phase 2.

Phase 2 Design-Build Work means the scope of work for Final Design and construction for Phase 2, which shall be defined in the Phase 2 Amendment.

Phase 2 Development Work means the scope of work for development services for Phase 2 described in Exhibit H to the Comprehensive Agreement.

Plans and Specifications means the 100% completed final drawings (including plans, elevations, sections, details and diagrams) furnished by Contractor showing the sizes, shapes and location of component elements comprising the Project and all specifications, reports, calculations, records and submittals necessary for design of the Project furnished by Contractor as described in Article 3 and bearing the seal of a Design Professional.

PPTA means the Public-Private Transportation Act of 1995, which is codified as Title 56, Chapter 22, Section 56-556 et seq., Code of Virginia, as amended from time to time.

Pre-Existing Hazardous Substances means any Hazardous Substance that was present within the Project Right-of-Way limits prior to acquisition or use of the property for the Work, and which was not placed or deposited there by Contractor.

Preliminary Engineering Plans and Specifications means the documents produced by Contractor in connection with the Preliminary Engineering Work and attached as Appendix 3.

Preliminary Engineering Work means the work performed pursuant to Article 5 of the Comprehensive Agreement. Appendix 2 includes a list of documents produced thereunder.

Pricing Documents means the documents that Contractor has identified through the index attached to Exhibit 15.2.8 and transmitted to Owner prior to the Effective Date.

Product Data means the illustrations, standard schedules, performance charts, instructions, brochures, diagrams, warnings, and other information furnished by Contractor to illustrate or explain the fabrication, assembly, installation, maintenance, or operation of the Equipment and Materials or some portion of the Work.

Project means: (i) all improvements constituting the Dulles Corridor Metrorail Project Improvements as described in the Contract Documents and which may be provided by Contractor under the terms of the Contract; and (ii) all other improvements and other Work Product which may be provided by Contractor in accordance with the Contract Documents, including off-site improvements required by applicable Laws, Regulations and Ordinances and Regulatory Approvals.

Project Agreements mean the Contract Documents, the Comprehensive Agreement and the Guarantees of the Bechtel Guarantor and the Washington Guarantor.

Project Record Documents mean the complete set of full-size drawings, technical reports, annotated specifications, calculations and shop drawings created during the course of the Project and marked-up by Contractor to show actual construction in the field.

Project Schedule(s) shall have the meaning set forth in Section 01322 of Division 1.

Project Phase means either Phase 1 or Phase 2.

Project Right-of-Way means the real property (which term is inclusive of all estates and interests in real property) on or in which the Project will be constructed and other real property that is necessary for ownership and operation of the Project. The term specifically excludes any temporary easements or other real property interests which may be necessary or advisable in connection with construction of the Project and/or Utility Relocations, but which are not necessary for ownership or operation of the Project. Any right of entry required to be obtained from WMATA for Work to be performed in any operational Metrorail station in operation is not considered part of the Project Right-of-Way.

Punch List means the list of Work which remains to be completed after achievement of Substantial Completion, and shall be limited to minor incidental items of Work necessary to correct imperfections which have no adverse effect on the safety or operability of the Project.

Record Deliverables means the final, clean version of the drawings, technical reports, annotated specifications, calculations, shop drawings, system software (including source codes) and other records created during the course of the Project that are complete in every detail to correctly depict the as-constructed or as-installed condition of the Project as described in Division 1, Section 01722.

Recovery Schedule is defined in Section 13.1.3.

Regulatory Approvals means all local, regional, state and federal agreements, studies, findings, permits, approvals, authorizations, certifications, consents, decisions, exemptions, filings, leases, licenses, registrations, rulings and other governmental authorizations required to be obtained or completed under applicable Laws, Regulations and Ordinances prior to undertaking any particular activity contemplated by the Comprehensive Agreement or Contract. The term "Regulatory Approvals" includes the EIS and Fairfax County's zoning ordinances.

Request for Change Order means any request delivered by Contractor to Owner or by Owner to Contractor in accordance with Sections 19.3.2.

Required Design Standards means any Owner, VDOT, VDRPT, or WMATA design standard identified in the Basis of Design Report or elsewhere in the Contract Documents.

Retainage is defined in Section 14.3.1(a).

RFC Notice is defined in Section 19.3.1.

Right-of-Way Acquisition Plan means the acquisition plan prepared by Contractor pursuant to the Comprehensive Agreement and attached as Appendix 7 to the Contract, as the same may be amended from time-to-time.

Right-of-Way Plans means the Project Right-of-Way plans prepared by Contractor pursuant to the Comprehensive Agreement and approved by Owner as provided therein.

ROW Acquisition Schedule has the meaning specified in Section 6.1.2.

Schedule of Values means the schedule specified in Section 14.1.4 that identifies dollar values for items of Work.

Scheduled Substantial Completion Date is defined in Section 17.2.1.

Sensitive Facility means a facility used for national security purposes that is located within the Project corridor and is operated by the federal government or defense contractors on its behalf.

Site means the location of the permanent Work, including the Project Right-of-Way and those areas that Owner has designated or may, from time to time, designate for Contractor's use in performance of the Work; provided that areas that Owner makes available to Contractor, at Contractor's option, for bonded storage of Equipment and Materials or for staging areas are not considered part of the Site except for the following purposes: For purposes of insurance, indemnification, safety and security requirements and payment for use of Equipment and Materials the term "Site" also includes any areas on which Utility Relocation Work is performed and any property being temporarily used by Contractor for storage of Equipment and Materials and/or construction Work.

State means the Commonwealth of Virginia.

Station means a facility where passengers normally enter and leave the System, board and exit the trains. Station includes platforms, mezzanines, lobby areas, access corridors, and other facilities provided by the Project or used by WMATA passengers to access the train system. In addition, Station includes all ancillary areas and Equipment and Materials provided in the same location.

Subcontract means any agreement by Contractor with any contractor, vendor, supplier, consultant, or other Person to perform any part of the Work, including but not limited to the furnishing of Equipment and Materials, as well as any agreements between a Subcontractor and its lower tier Subcontractor(s).

Subcontractor means any Person of any tier that has entered into a Subcontract to perform any part of the Work.

Substantial Completion shall have the meaning set forth in Section 17.4 of the Contract.

Substantial Completion Certificate means a certificate issued by Owner in accordance with Section 17.4.2.

Substantial Completion Date means the date that Contractor achieves Substantial Completion in accordance with Section 17.4.

Surety is defined in Section 22.5.2.

Time Impact Analysis or TIA is defined in Section 13.3.2.

Utility or utility means a public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of communications, cable television, electric power, telephone, telegraph, water, gas, oil, petroleum products, steam, chemicals, sewage, storm water (except (a) roadway and alley catch basins and inlets, (b) connections to storm water mainlines and storm water quality and quantity control facilities, and (c) drainage systems serving stations and other buildings included in the Project) or any other similar commodity that directly or indirectly serves the public. The necessary appurtenances to each Utility facility shall be considered part of such Utility. Without limitation, any Service Line

connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line.

Utility Information means the utility information prepared and compiled by Contractor and attached as Appendix 4 to the Contract.

Utility Owner or **utility owner** means the owner or operator of any Utility (including both privately held and publicly held entities, cooperative utilities, and municipalities and other governmental agencies).

Utility Relocation means each removal, relocation, reconstruction, abandonment, provision of temporary services as necessary, or protection in place (whether permanent or temporary) of any existing Utility that is necessary in order to accommodate or permit construction of the Project.

VDOT means the Virginia Department of Transportation.

Virginia Code or **Code of Virginia** means the Code of Virginia of 1950, as amended.

Warranty or **Warranties** mean the warranties made by Contractor in Article 11 of the Contract.

Warranty Period shall have the meaning set forth in Section 11.2 of the Contract.

Washington Guarantor means Washington Group International, Inc. (Delaware).

WMATA means the Washington Metropolitan Area Transit Authority, the ultimate owners of the Project and the entity responsible for operating and maintaining the Project after the Final Acceptance Date.

Work is defined in Section 2.1.

Work Product means all the data, information, documentation and other work product deliverable by or on behalf of Contractor and in any way related to the Project or Project Right of Way including, but not limited to, engineering documents, geotechnical soils and soil boring data, analyses, reports and records, the Right of Way Plans, property acquisition files, agreements and documents (including records of payment and related correspondence, title policies, parcel diaries and all documents described herein), engineers' and inspectors' diaries and reports, utility relocation plans and agreements, right of way record maps and surveys, traffic and revenue studies, and other feasibility data, analyses, studies and reports, correspondence and memoranda relevant to design or construction decisions, contracting plans, air quality monitoring data, environmental reviews, studies and reports, mitigation studies and reports, data, assessments, studies and reports regarding Hazardous Substance investigations, testings, borings, monitoring and analyses, manifests regarding handling, storage or transportation of Hazardous Substances, correspondence and agreements relating to Regulatory Approvals, Change Orders, final quantities, pile driving records, records of accidents and traffic management, field test records and reports, concrete pour records, surfacing depth check records, grade and alignment books, cross-section notes, drainage notes, photographs, false work and form plans, records of

construction materials, and any other documents which can be reasonably described as technical or engineering documents. Work Product expressly excludes, however; (i) documents and information which Contractor and Owner mutually agree in writing, or which a court determines, to be exempted or protected from public disclosure under Section 14.2 of the Comprehensive Agreement and which is not conceived or first reduced to practice for Project Purposes; and (ii) any documents and information not specifically required by the Comprehensive Agreement to be delivered to Owner.

Exhibit 2.3.15
FEDERAL REQUIREMENTS

Contractor understands that the Project is financed in part with assistance provided by the Federal Transit Administration (“FTA”) and that a condition to such assistance is the application of certain Laws, Regulations and Ordinances to the Contract and Contractor (“Federal Requirements”). Contractor agrees that the Contract Price includes Contractor’s compliance with all Federal Requirements in effect as of the Effective Date unless FTA issues a written determination to the contrary, and that Contractor will, pursuant to Article 10 of the Contract, comply with any Changes in Law relative to Federal Requirements.

This Exhibit 2.3.15 is intended to identify certain specific Federal Requirements, with the understanding that what is identified in this Exhibit 2.3.15 is not to be deemed all-inclusive. Contractor agrees that it shall comply with all Laws, Regulations and Ordinances, whether or not they are specifically mentioned in these Federal Requirements, and, through flow-down provisions in Subcontracts, require Subcontractors to comply with such Federal Requirements to the extent mandated by the applicable Federal Requirement. Unless otherwise stated in a provision below, Contractor shall flow-down, and require all Subcontractors to flow-down, all provisions of these Federal Requirements to all Subcontractors at each tier.

1. Fly America

Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall flow-down the requirements of this Section 1 to all Subcontracts that may involve international air transportation.

2. Cargo Preference - Use of United States-Flag Vessels Requirements

Pursuant to 46 U.S.C. §55305 and 46 C.F.R. Part 381, Contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to Owner (through Contractor in the case of a Subcontractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230, marked with appropriate identification of the Project.

3. Buy America

Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and subsequent amendments to those regulations that may be promulgated.

4. Seismic Safety Requirements

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41, and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all Work is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

5. Energy Conservation Requirements

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency and to comply with the Energy Policy and Conservation Act.

6. Clean Water Requirements

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq. Contractor agrees to report each violation to Owner and understands and agrees that Owner will,

in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) Contractor shall flow-down the requirements of this Section 6 to all Subcontracts exceeding \$100,000.

7. Lobbying

(a) **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65.** Contractor and all Subcontractors at each tier who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." The language for the certification is set forth in Section 7(b) below. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are to be forwarded from tier-to-tier up to Owner.

(b) **Certification for Contracts, Grants, Loans and Cooperative Agreements.** The certification referenced in Paragraph 7(a) above is as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C.A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

8. Access to and Retention of Records

(a) Contractor agrees to permit, the U.S. Secretary of Transportation, the FTA, the Comptroller General of the United States, or their duly authorized representatives, to inspect all Work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor pertaining to the Project.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to maintain all books, records, accounts and reports required under this Contract, consistent with 49 CFR §18.36, for a period of not less than three (3) years

after the date of final payment under the Contract or termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(d) Contractor agrees to include this Section 8 in each Subcontract at each tier. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

9. FTA Requirements and the Grant Agreement

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Grant Agreement, as they may be amended or promulgated from time-to-time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

10. Clean Air

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to Owner and understands and agrees that Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) Contractor agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Recycled Products and Recovered Materials

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. Davis-Bacon and Copeland Anti-Kickback Acts

Contractor agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 *et seq.*, as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions

Applicable to Contracts Governing Federally Financed and Assisted Construction”) and the Copeland Anti-Kickback Act (18 U.S.C. § 374 and 40 U.S.C. § 3145) as supplemented by Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States”). The clause at 29 CFR § 5.5(b) is restated and incorporated below, conformed to designate “Owner” in its capacity as the Project owner under the Contract:

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Owner shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Owner shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR § 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR § 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Owner to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Owner shall refer the questions, including the views of all interested parties and the recommendation of Owner, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined

pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) Owner shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Owner shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Owner to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Owner shall refer the questions, including the views of all interested parties and the recommendation of Owner, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Owner may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the

Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Owner for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. Contractor is responsible for the submission of copies of payrolls by all Subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's

level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Act requirements** - Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 374 and 40 U.S.C. § 3145) as supplemented by the Department of Labor requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR §5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR §5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29

CFR §5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR §5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Owner, the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

13. Contract Work Hours and Safety Standards

Contractor shall comply with the Contract Work Hours and Safety Standard Act, 40 U.S.C. § 3701 et seq. The clause at 29 CFR 5.5(b) pertaining to Contract Work Hours and Safety Standard Act is restated and incorporated below, conformed to designate "Owner" in its capacity as the Project owner under the Contract:

(a) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation

at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (a) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages** - Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts** - Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (a) through (d) of this Section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

14. Employee Protections

(a) **Activities Not Involving Construction** - Contractor agrees to comply, and assures the compliance of each Subcontractor at each tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations,

"Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) **Activities Involving Commerce** - Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, apply to employees performing Project work involving commerce.

15. No Government Obligation to Third Parties

Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

16. Program Fraud and False or Fraudulent Statements and Related Acts

(a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

(b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. App. 1607a(h) on Contractor, to the extent the Federal Government deems appropriate.

17. Debarment and Suspension

(a) Contractor agrees to comply, and assures the compliance of each Subcontractor at each tier, with 49 U.S.C. § 5325(j), Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

(b) The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C.

18. Privacy Act

The following requirements apply to Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

19. Civil Rights Requirements

Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to the following requirements:

(a) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations, including U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 C.F.R.

Part 21, and any other implementing requirements FTA may issue, except to the extent FTA determines otherwise in writing.

(b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the Contract:

(1) Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, Contractor agrees to comply with all applicable equal opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with the following regulations and any subsequent amendments thereto:.

- (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (iv) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (vi) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-119;
- (vii) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (xi) Any implementing requirements FTA may issue.

(4) Equal Employment Opportunity Requirements for Construction Activities.

With respect to activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," Contractor agrees to comply and assures the compliance of each third party contractor and each subrecipient or Subcontractor at each tier of the Project, all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," at 42 U.S.C. § 2000(e) note, and also with any Federal Laws, Ordinances and Regulations affecting construction undertaken as part of the Project.

(5) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights

Protections. Contractor agrees to comply with the confidentiality and any other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-2, 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

(6) Access to Services for Persons with Limited English Proficiency.

Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Guidance to Contractors on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

(7) Other Nondiscrimination Statutes.

Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project.

20. Rights In Data and Patent Rights

(a) Rights in Data

(1) The term "subject data" used in this Section 20 means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type

documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Exhibit has been added:

(a) Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(1) and (2)(b)(2) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, if Contractor performs experimental, developmental, or research work required by the Contract, it agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed

in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this Clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(b) Patent Rights. The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) Contractor also agrees to include the requirements of this clause in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

21. Transit Employee Protective Provisions

To the extent that FTA determines that transit operations are involved, Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

22. Environmental Requirements

Contractor recognizes that many federal and state Laws, Regulations and Ordinances imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal Laws, Regulations and Ordinances that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and applicable sections of 29 U.S.C.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq.* Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, Contractor agrees to comply, and assures the compliance of each of its Subcontractors, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are environmental requirements of particular concern to FTA and Contractor. Contractor agrees that those laws and regulations may not constitute Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

(a) Environmental Protection. Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*, Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. Contractor agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* In addition:

(1) Contractor agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. Contractor further agrees that any Project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, Contractor agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) Contractor agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

(c) Use of Public Lands. Contractor agrees that it will not use in the Project any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and will not use in the Project any land from a historic site of national, State, or local significance unless the Federal Government makes the findings required by 49 U.S.C. §303.

(d) Wild and Scenic Rivers. Contractor agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§1271 *et seq.* relating to protecting components of the national wild and scenic rivers system.

(e) Coastal Zone Management. Contractor agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*

(f) Wetlands. Contractor agrees to comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.

(g) Floodplains. Contractor agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. § 4321 note.

(h) Endangered Species. Contractor agrees to comply with the protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 *et seq.*

(i) Historic Preservation. Contractor agrees to foster compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a *et seq.* as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA and Owner of any affected properties.

(2) Contractor agrees to comply with all Federal requirements to avoid or mitigate adverse effects on those historic properties.

(j) Environmental Justice. Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

(k) Mitigation of Adverse Environmental Effects. Should the Project cause or result in adverse environmental effects, Contractor agrees to take all reasonable measures to minimize

those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622. Contractor agrees to comply with all environmental mitigation measures identified as commitments in applicable environmental documents (*i.e.*, environmental assessments, environmental impact statements, memoranda of agreement, and documents required by 49 U.S.C. § 303) and with any conditions imposed by the Federal Government in a finding of no significant impact or record of decision. Contractor agrees that those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement as soon as agreement with the Federal Government is reached. Contractor understands and agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

23. Disadvantaged Business Enterprises

(a) The Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract and shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Contract. Contractor agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(1) Contractor agrees and assures that it will comply with U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) Contractor agrees and assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Subcontract supported with Federal assistance derived from U.S. DOT or FTA or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. Contractor agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subcontracts supported with Federal assistance derived from U.S. DOT. Implementation of this DBE program is a legal obligation, and failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as Owner deems appropriate. Each Subcontract Contractor signs with a Subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). Upon

notification by U.S. DOT to Contractor of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

(b) Contractor agrees to make good faith efforts to meet the DBE participation goals set forth in the DBE Subcontracting Plan, Exhibit 23.2 of the Contract. Contractor shall document DBE participation or, as applicable, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. In accordance with the forms set forth in the DBE Subcontracting Plan, Contractor shall provide Owner with the following information, as well as any other information required by such Plan:

1. The names and addresses of DBE firms that will participate in the Contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of Contractor's commitment to use a DBE Subcontractor whose participation it submits to meet the Contract goal;
5. Written confirmation from the DBE that it is participating in the Contract as provided in Contractor's commitment; and
6. If the Contract goal is not met, evidence of good faith efforts to do so.

(c) Contractor is required to pay its Subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from Owner. In addition, Contractor is required to return any retainage payments to those Subcontractors within 30 days after the Subcontractor's work related to this contract is satisfactorily completed.

(d) Contractor must promptly notify Owner, whenever a DBE Subcontractor performing work related to the Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Owner.

24. Seat Belt Use

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. § 402 note, Contractor is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles and include this provision in its subcontracts.

25. Substance Abuse

(a) Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Virginia, or Owner, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Contractor agrees further to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports before March 15 to Owner. To certify compliance Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(b) To the extent applicable, Contractor agrees to comply with the following Federal substance abuse regulations:

(1) Drug-Free Workplace. U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*

(2) Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

26. Protection of Sensitive Security Information

To the extent applicable, Contractor agrees to comply with section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. § 40119(b), with U.S. Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520, and with any other implementing regulations, requirements, or guidelines that the Federal Government may issue.

27. Access for Individuals with Disabilities

Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in

planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

Exhibit 2.5.2

Maximum Cash Flow for 01-Aug-2008 through 01-Mar-2009*

(\$ x 1,000's)

Scope	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	TOTAL
								Total Aug-08 thru Feb-09
Design-Build (D-B Contract)	\$ 20,701	\$ 13,916	\$ 8,508	\$ 8,667	\$ 48,659	\$ 12,611	\$ 8,006	\$ 121,067
Utilities Relocation (CA Supplement)	\$ 5,712	\$ 6,363	\$ 7,787	\$ 7,779	\$ 8,042	\$ 8,205	\$ 6,883	\$ 50,770
Right of Way (CA)	\$ 209	\$ 193	\$ 193	\$ 136	\$ 136	\$ 136	\$ 136	\$ 1,139
Total - Cash Flow	\$ 26,622	\$ 20,472	\$ 16,488	\$ 16,582	\$ 56,836	\$ 20,952	\$ 15,025	\$ 172,977
CUM Cash Flow	\$ 26,622	\$ 47,094	\$ 63,582	\$ 80,164	\$ 137,000	\$ 157,952	\$ 172,977	

*Maximum Cash Flow excludes the values set forth in Section 5 of the Agreement dated July 25, 2008

Work Plan

The work plan for Design-Build, Utility Relocation, and Right of Way Acquisition for the period of August 1, 2008 through March 1, 2009 is based on advancing the project consistent with the activities for this period as generally defined in Appendix 10, Initial Baseline Schedule – Proposed Final Baseline Schedule.

The work is based on DTP receiving authorization(s) of funding as defined above by the Maximum Cash Flow for 01-Aug-2008 through 01-Mar-2009 by Interim Agreement and task order(s) under the Comprehensive Agreement and/or CA Supplement, or through a Limited Notice to Proceed.

Exhibit 2.7.3
Area Need Dates For Construction

Construction Work Operation Areas	D-B Area Need Dates
Area A - West Falls Church	
Operation 1A - K Line tie-in	24-Feb-10
Operation 1 - West Falls Church Yard/S&I Shop	02-Jul-09
Operation 2 - Aerial Guideway incl. WFC Yard Lead Tunnel	12-Jun-09
Operation 3 -At-grade Track	02-Mar-09
Area B - Route 123	
Operation 4 -Aerial Guideway incl. Tysons East Station	20-Aug-09
Operation 5 -Aerial Guideway incl. Tysons 123 Station excluding Op. 5A	25-Jun-09
Operation 5A - I-495 Crossing	18-Jun-09
Area C - Route 7	
Operation 6 - Tysons Tunnel	14-Jan-09
Operation 7 - Tysons Central 7 Station	30-Sep-09
Operation 8 -Aerial Guideway Route 7 (between Gosnell Rd. and Spring Hill Rd)	01-Dec-09
Operation 8 -Aerial Guideway includes Tysons West Station (between Spring Hill Rd and DIAAH)	05-Mar-10
Area D - DIAAH	
Operation 9 - At-grade track	24-Aug-09
Operation 10 - Wiehle Avenue	02-Mar-09

EXHIBIT 6.3(a)

TO

AMENDED AND RESTATED DESIGN-BUILD CONTRACT

**(SPECIAL PROVISIONS FOR RIGHTS OF ENTRY
TO WMATA PROPERTY)**

DULLES CORRIDOR METRORAIL PROJECT

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
RIGHT OF ENTRY PERMIT**

THIS RIGHT OF ENTRY PERMIT (the "Permit") is made and entered into this 11th day of January, 2008, by and between the **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic (hereinafter "WMATA") with principal offices at 600 Fifth Street, NW, Washington, DC 20001 and the **METROPOLITAN WASHINGTON AIRPORTS AUTHORITY**, an independent public body, created by the Commonwealth of Virginia and the District of Columbia, with principal offices at 1 Aviation Circle, Washington, DC 20001 (hereinafter "Permittee"). Permittee and WMATA are sometimes referred to herein jointly at the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, Permittee and Dulles Transit Partners LLC (hereinafter "DTP") have entered into a Design-Build Contract to construct the Dulles Corridor Metrorail Project; and

WHEREAS, Permittee has requested from WMATA permission to enter upon and use WMATA property and right-of-way as part of the construction of the Dulles Corridor Metrorail Project (hereinafter "Project"), (the "Permitted Premises"), as shown in a WMATA approved Site Specific Work Plan or other written access request, to construct certain improvements at the West Falls Church Service & Inspection Yard and to tie into the Metrorail K-Line; and

WHEREAS, WMATA has agreed to allow Permittee and its contractor(s), subcontractor(s) and consultants (hereinafter "Contractor" and collectively with the Permittee "Permitted Parties") the right and privilege to enter upon and use the Permitted Premises to perform work in two phases as described in Paragraph 7 hereof and upon the terms and conditions specifically set forth in this Permit.

NOW, THEREFORE, in consideration of the sum of **ONE DOLLAR (\$1.00)**, and for the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above and attached Exhibits are incorporated herein by this reference and have the same force and effect as if fully hereinafter set forth.
2. **Permitted Access.** This Permit, allows the Permitted Parties and others acting on behalf of the Permitted Parties to enter onto WMATA property provided that the conditions contained herein are met.

3. **Use of Permitted Premises.** WMATA grants unto the Permitted Parties the right to perform the following types and manner of work upon WMATA premises: construction of the tie-in to the Metrorail K-Line west of East Fall Church Metrorail station and expansion of the West Falls Church Service & Inspection Yard.
4. **Description of Permitted Premises.** The Permitted Premises which are the subject of this Permit are reflected in the Design drawings.
5. **Conditions on Use.**
 - a. This Permit incorporates the following, which are attached hereto collectively as Exhibit A:
 1. SOP #33 Removal and Restoration of Third Rail Power
 2. OAP 100-9 Access to Revenue or Start up Railroad Facilities
 3. OAP 100-12 Procedures for requesting Track/Facility Escorts and Equipment
 4. OAP 200-30 Escort Procedures
 5. OAP 200-33 Site Specific Work Plans
 - b. This Permit may only be exercised by a Permitted Party upon WMATA review and approval of the construction and structural monitoring plans and schedule of construction and Site Specific Work Plans (SSWP) requirements of OPER Administrative Procedure (OAP) 200-33 which governs work within the Permitted Premises). Prior to construction, Permittee shall submit to WMATA's Dulles Metrorail Extension Project Manager for approval copies of all final design drawings, schedules specifications, and SSWPs, including but not limited to scope of work, contractor resource loaded schedule, cut-in requirements and details, and a contingency plans for returning system to normal service.
 - b. Prior to each phase of the construction, Permittee shall submit to WMATA for review and approval copies of the diagrams, shop drawings, cut sheets, product information, details of planned construction staging/safety plans, materials, specifications and schedules.
 - c. Permittee's work shall be planned and performed in accordance with the requirements of the Design-Build Contract. However, where there is a conflict, this Permit shall govern over the terms of the Design-Build Contract except where the requirements of the Design-Build Contract are more stringent than the requirements of this Permit. Nothing in the Design-Build Contract or agreement between WMATA and Permittee for the Project shall limit or otherwise abrogate WMATA's right to review and approve designs, submittals, plans, tests, or other documents relating to the work performed under this Permit.

- d. Permittee shall submit design review information containing the detailed construction plans and timetables for each installation and each operation to WMATA for review and approval at least forty-five (45) business days prior to the start of work, to ensure that WMATA operations are not disrupted, or such longer time as may be required by WMATA.
- e. The safety and traffic maintenance plans, operation sequences and equipment positioning plans must ensure adequate safety for the general public entering/exiting WMATA facilities by car, on foot and riding on WMATA trains and buses and must be approved by WMATA prior to the start of any work.
- f. WMATA will review and provide written comments or approval on design or development plan submittals in writing to Permittee within twenty-one (21) business days after receipt of the SSWP documents, drawings and schedules. If approval is denied, a re-submittal for approval with all comments resolved shall be made to WMATA. This action shall be repeated until final approval is conveyed to Permittee. Design reviews and approvals are exclusive of the advance submission requirements for any to the operational procedures referenced above. The final design documents and SSWP submittal approved by WMATA shall be incorporated into this Permit and shall govern the work performed pursuant to the Permit. No construction work shall commence until WMATA has provided its final design document approval for the work undertaken by this Permit, including the SSWP.
- g. WMATA accepts no liability and waives none of its rights under this Permit solely by reason of its approval of any drawings or specifications.
- h. Permittee shall contact the WMATA Dulles Project Manager, John Thomas (202) 962-2493, or his designee in the Office of Operations Service to schedule a coordination activity meeting for the purpose of walking through the approved SSWP with Rail, Bus and Operations Services staff. Permittee shall make this request at least fourteen (14) business days prior to the start of the proposed work.
- i. Upon written approval from WMATA and compliance with the applicable procedures referenced above, the Permitted Parties may conduct the necessary exploration or tests to determine the location of WMATA's existing facilities. These rights shall not impede or be hazardous to WMATA's patrons. Such activity within the revenue system shall require an approved SSWP per Article 5.a through h above.
- j. Swinging a crane and suspended loads over WMATA property is strictly prohibited. On a case-by-case basis, some crane permits will be granted by WMATA. In those cases, construction activities which involve swinging

a crane and suspended loads over pedestrian areas, Metrorail station entrances and escalators, Metrobus facilities and Metrobus passenger areas shall be performed only during WMATA's non-revenue hours, currently the hours of 1:00 a.m. to 4:30 a.m. Mondays, Tuesdays, Wednesdays, Thursdays and Fridays and 4:00 a.m. to 6:00 a.m. on Saturdays and Sundays (non-revenue hours are subject to change without notice). Crane inspection paperwork must be submitted to WMATA's Field Project Coordinator. All construction equipment used in the work shall be oriented in accordance with the WMATA Field Project Coordinator's instructions. Such activity within the revenue system shall require an approved SSWP per Paragraph 5.a through h above.

- k. When support functions and electrical power outages are required, WMATA must be contacted in accordance with the above-referenced SOPs. The General Orders and Track Rights System (GOTRS) Account Request (*Appendix A*) must be submitted to the WMATA Manager of Track Access for Maintenance and Construction by Friday noon at least one week preceding the WMATA Operating Week, which begins Saturday morning at 12:01 a.m., to allow WMATA sufficient advance notice to schedule personnel and equipment and to adjust WMATA operations and maintenance to accommodate Permittee's request insofar as possible.
- l. Permitted Parties planning to work within twenty-five (25) feet of WMATA's operating tracks must undergo WMATA safety training with the Office of Operations Services, telephone (301) 618-1155, which must be contacted at least ten (10) business days prior to the desired training date. The Certification of Eligibility for WMATA Contractor Identification (ID) Card form Section 1 (*Appendix B*), must be completed and submitted to the Office of Infrastructure Renewal Programs prior to the class date.
- m. Permittee shall monitor or cause to be monitored the Metrorail structures and tracks during any construction or installation within WMATA's Zone of Influence, as that term is further defined and explained in WMATA's Adjacent Construction Manual, proximate to WMATA structures and interests. The monitoring and contingency plans must be approved by WMATA prior to the start of the work. The monitoring plans must include threshold values and survey control data. Permittee shall monitor the inside of the WMATA tunnel and record any movement.
- n. Wooden construction fencing shall be installed at the boundary of the areas with public access. The fencing shall be at least six-feet high and be of substantial construction using one (1) hour fire-rated materials.
- o. Temporary sidewalks or pedestrian ways which will be in use more than ten (10) days shall be constructed of four inch (4") thick Portland cement

concrete or four inches of asphaltic concrete placed and finished by a machine.

- p. Any construction which will include work within twenty-five (25) feet of WMATA's tracks will require that the work be done during non-revenue hours which are currently 1:00 a.m. to 4:30 a.m. on weekdays and 4:00 a.m. to 6:00 a.m. on Saturdays and Sundays but are subject to change without notice. Work in this location may require a "red tag" power outage as determined by WMATA's Standard Operating Procedure Number 33. WMATA's Maintenance Operation Center (MOC) must be contacted at least ten (10) business days prior to the requested start date to coordinate the power outage and escort or such longer time as may be required by WMATA. Permittee is encouraged to provide as much advance notice as possible, but WMATA does not guarantee that a timely request will be granted, and if granted, not cancelled where WMATA determines that operational needs take priority over the request for power outages and escorts.
- q. WMATA escorts from Metrorail Operations will be required and power outages may be required during pre-construction surveys and inspections. Track Access Request forms must be submitted by Permittee per the above referenced SOPs, although Permittee is encouraged to provide as much advance notice as possible, but WMATA does not guarantee that a timely request will be granted, and if granted, not cancelled where WMATA determines that operational needs take priority over the request for escorts.
- r. All utilities must be located by a Permitted Party in advance of work by using WMATA As-Built Drawings and Miss Utility information and must be protected from any damage. Permittee should be aware that WMATA As-Built Drawings may not reflect current site conditions and WMATA will not be responsible for any damage caused by such inaccuracies. Any excavation in the vicinity of WMATA or Dominion Virginia Power Company power feeders to the Metrorail system and other underground utilities or within the work site shall be through hand excavation.
- s. Flammable liquids shall not to be stored within twenty-five (25) feet horizontally or vertically, regardless of topographic or man-made barriers, of WMATA underground facilities, except in the tanks of automobiles. If a flammable liquid storage container of any kind is to be installed between twenty-five (25) and one hundred (100) feet of WMATA underground facilities, protective encasement of the storage container will be required in accordance with NFPA STD 130. Existing underground tanks located within one hundred (100) feet of WMATA facilities and scheduled to be abandoned are to be disposed of in accordance with Appendix C of NFPA

STD 130. NFPA STD 130 should also be applied to the construction of new fuel tanks.

- t. WMATA reserves the right to inspect, at reasonable times, the Permitted Premises for conformance with the Approved Construction Drawings and Specifications and OSHA safety requirements and to ensure that the operations of Metrorail, Metrobus and other transit carriers are not impeded at any time. WMATA's designated representative(s) shall have full access to the Permitted Premises for the purpose of determining the safety of the operations and their impact on Metrorail or Metrobus operations, and such person(s) shall have the absolute authority to stop the construction if, in WMATA's sole opinion, the Permitted Parties is/are working in a manner that is unsafe for Metrorail or Metrobus operations, the construction is not in full compliance with the Approved Construction Drawings and Specifications and such non-compliance cannot be readily remedied at a later date or is interfering with the efficient operation of Metrorail, Metrobus or other transit carriers as more fully set forth in Paragraph 16.
- u. Permittee shall maintain "as-built" drawings during the construction of any improvements under this Permit. Upon completion of construction, Permittee shall provide WMATA with three (3) copies of the final "as-built" drawings which shall include the Construction Drawings and Specifications, addenda, field orders, shop drawings, operating manuals, maintenance manuals, parts manuals, warranty provisions, cut sheets on proposed or installed equipment and other material dealing with the construction. Permittee shall also provide WMATA with an electronic media copy of the drawings in AutoCAD 2000 or later format. Permittee shall provide certification to WMATA that the accessible path meets Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements.
- v. [Intentionally Omitted]
- w. Permitted Parties accept the Permitted Premises and adjacent areas in an "as is" condition, including any possible concrete over pours, sheeting and shoring which remain in place, inaccurate location of utilities or portions of the facilities and similar conditions. It shall be Permitted Parties' responsibility to verify the actual location of existing facilities, structures and utilities on the site and Permitted Parties shall perform a pre-construction survey and provide WMATA with a copy. Permittee agrees that the existence of any unknown or inaccurately portrayed facility will not be the subject of a claim against WMATA.
- x. [Intentionally Omitted]

- y. Permittee will not be released before the final acceptance of the site improvements/restoration by WMATA. Permittee must provide two (2) copies of the certified as-built drawing sets and two (2) copies of certified as-built drawings on compact disks.

6. **[Intentionally Omitted]**

7. **Term of Agreement**

a. This Permit will be operable in two Phases. During Phase One, the Permittee may perform pre-construction activities including information gathering to determine current site conditions and surveying. No soil samples may be taken during Phase One until a Contractor's Pollution Legal Liability Insurance Policy is in place and approved by WMATA. During Phase Two, the Permittee may perform any action authorized in Phase One and may also perform construction activities including the implementation and installation of approved designs, subject to all applicable SSWPs and all other conditions of this Permit.

b. Phase One commences on the date shown on Page 1 and continues until WMATA receives, and provides written approval of, the evidence of insurance required under Paragraph 21. Phase Two begins upon receipt by Permittee of WMATA's written approval and continues until Final Acceptance. Work being performed during either Phase is at all times subject to the restrictions of this Permit and Paragraph 10.

8. **Assignment**. This Permit is not assignable or transferable by Permitted Parties in any way without the express written permission of WMATA. Unless assigned, the rights, privileges, duties and obligations extended to or assumed by Permittee are personal to Permittee, its officers, employees, agents and Contractors only.

9. **Special Conditions on Use**

At all times that DTP is performing work on the WMATA Existing System (WES), a MWAA employee or agent is to be present who is authorized to direct the work of DTP and take instructions from WMATA. WMATA retains its right as the owner and operator of the WES to inspect all work performed on the WES.

(a) Where WMATA believes that the work is not in compliance with the approved plans and drawings, MWAA will direct DTP and/or its subcontractor to perform the work in accordance with the approved plans and drawings or other wise correct the work. However, in the event of a dispute between WMATA and MWAA over whether the work is being performed in accordance with the approved plans and drawings, that dispute shall be addressed in accordance with Article 11 of the Agreement.

(b) Where WMATA determines that the work is not in compliance with the approved plans and drawings, and the non-compliant work will have an adverse effect upon the next scheduled revenue service, MWAA or its agent will direct DTP and/or its subcontractor to correct the work or perform the work in accordance with the WMATA direction. In the event that either the MWAA employee or its agent fails or refuses to so direct DTP or DTP fails or refuses to follow the direction, WMATA may immediately suspend the work in question.

10. **Suspension.** WMATA may suspend this Permit at its sole option and discretion at any time, if any condition created by the Permitted Parties on or about the Permitted Premises threatens the safety or security of the Permitted Premises, any WMATA operation or function, the public, or is in violation of any applicable laws, rules, regulations, policies, instruction or directions whether federal or local relating to this Permit and/or any Permitted Party's work hereunder. The suspension may remain in effect until WMATA determines that the condition that is the basis for the suspension has been corrected at which time WMATA will reinstate the Permit. This Permit may also be suspended by WMATA at its sole option and discretion, at any time, if deemed necessary by WMATA for the purposes of safety, security, operational necessity or any overriding public requirement. Upon suspension or earlier revocation of this Permit, all Permitted Parties shall remove their equipment and restore the Permitted Premises to the satisfaction of WMATA. This Permit may be terminated at any time by Permittee by providing ten (10) calendar days prior written notice to WMATA. All obligations and liabilities of the Permitted Parties under this Permit shall survive the termination of this Permit pursuant to this Paragraph or the expiration of the Permit pursuant to Paragraph 7 above.
11. **Conduct of Work.** In the conduct of work undertaken herein, Permittee shall require its employees and Contractor to exercise all normal and reasonable safety precautions. Permitted Parties shall maintain the Permitted Premises in a clean and presentable manner.
12. **Employee and Public Safety.** Barricades, fences, signs, lanterns and other suitable devices necessary for employee and public safety shall be provided and adequately maintained by Permittee or Contractor at their sole cost and expense.
13. **Security.** Permitted Parties shall maintain the security of the work site to the satisfaction of WMATA during the entire period of use and occupancy under this Permit.
14. **Restoration.** Upon completion of all activities, Permitted Parties shall remove all of their equipment and restore the Permitted Premises in accordance with pre-approved plans and specifications.

15. **Responsibility for Licenses and Permits.** Permittee shall be responsible for obtaining any necessary licenses and permits for the work permitted under this Permit including transportation and disposal of materials.
16. **Compliance with Orders and Directions of WMATA.** WMATA shall have the right to inspect all work performed under this Permit. Permitted Parties shall at all times conform with and abide by the reasonable orders and directions of WMATA officials or their duly authorized representatives, regardless of whether such orders and directions are oral or written. WMATA shall not direct the work; however, WMATA reserves the right to suspend or stop the work where WMATA determines that access to the WES, or a part of the WES, will impair revenue operation or interfere with WMATA's on-going safety, security, operational, and maintenance needs. Nothing in this Paragraph 16 shall be deemed to limit in any way WMATA's independent right under Paragraph 10 above, to suspend this Permit.

As a condition of DTP's entry on WMATA Property, DTP must sign an "ACKNOWLEDGMENT" acknowledging WMATA's right to stop or otherwise direct the work where WMATA determines that access to the WES will impair revenue operation or interfere with WMATA's on-going safety, security, operational, and maintenance needs. An executed Acknowledgement will be attached hereto as Exhibit B and is hereby incorporated into this Permit.
17. **Non-Interference with WMATA Activities.** Pursuant to the terms of this Permit, Permitted Parties may only use the Permitted Premises in such manner and at such times as not to interfere with the use, construction, maintenance, repair and operations of WMATA.
18. **Damage to WMATA Property.** Permittee shall be responsible for, and must make good at its own expense, all damage to WMATA property caused in whole or in part by the acts or omissions of any Permitted Party and others acting on their behalf, in carrying out the operations permitted under this Permit. Permittee shall carry out such repair or replacement within fifteen (15) business days of Permittee's receipt of notice from WMATA except in the case of any emergency as determined by WMATA in its sole discretion, in which event Permittee's obligation of repair or replacement shall be immediate upon receipt of notice from WMATA.
19. **Utility Charges.** Permittee, at its sole cost and expense, shall pay all charges for any utilities used on the Permitted Premises during its occupancy thereof when and as the same shall become due and payable. Permitted Parties are prohibited, without the prior written consent of WMATA (in its sole discretion) from making any connection to any utility line serving WMATA operations.

20. Indemnification.

- a. Permittee shall indemnify and save harmless WMATA, its directors, officers, employees and agents from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, including employees of the Permittee or its Contractors, and for loss or damage to any property, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work permitted by this Permit and/or any acts in connection with activities to be performed under this Permit resulting in whole or in part from the acts, errors or omissions of Permittee or its Contractor, or any employee, agent or representative of Permittee or its Contractor. Nothing in the preceding sentence shall be deemed to relieve Permittee from ultimate liability for any obligation of Permittee under this Permit.
- b. Permittee shall indemnify, defend and hold harmless WMATA its directors, officers, employees and agents against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the Permitted Premises by Permittee.
- c. If any action or proceeding relating to the indemnification required by this Paragraph 20 is brought against WMATA, then upon written notice from WMATA to the indemnitor, the indemnitor shall, at the indemnitor's expense, resist or defend such action or proceeding by counsel approved by WMATA in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same.
- d. The Permittee's obligations herein are limited
 1. To the extent of insurance under Article 7 of the Agreement between WMATA and MWAA and under Paragraph 21 of this Permit, and
 2. For a claim or a loss that is not insured for Under Article 7, to funds of the Dulles Corridor Enterprise Fund established by Permittee to further the Project.

21. Insurance.

- a. WMATA is acknowledged and understood to be an additional named insured of the Contractor Controlled Insurance, a copy of which is attached hereto as Exhibit C and which was provided by DTP under that

certain Design-Build Agreement by and between MWAA and DTP executed in June 2007 (DBA). In insurance coverage provided under the DBA or any other insurance that Permittee may obtain to meet the requirements of this Permit, WMATA will be an additional named insured.

- b. As may be required in any insurance policy carried by any Permitted Party, this Permit is understood and agreed to be a written contract or an Insured Contract between that Permitted Party and WMATA.
- c. Permittee understands and agrees that provision of a complete copy of the Policy or Policies which provide the below required insurance, including a copy of any endorsement or exclusion thereto, for review and approval by WMATA is a prerequisite for entry onto WMATA property. It is the Permittee's responsibility to ensure adequate and complete coverage as contemplated in this agreement. This responsibility is not waived, nor is any requirement to indemnify waived by WMATA's review and approval of any Policy.
- d. Permittee understands and agrees that WMATA is a self-insured governmental entity and that the insurance and indemnification provided by any Permitted Party under the terms of this Permit shall be Primary. Permittee agrees that to the extent any endorsement contemplates issuance of a permit by a state or political subdivision, WMATA shall be considered a state or political subdivision issuing a permit for the purposes of those policies and endorsements.
- e. Insurance Companies. Insurance companies providing the required coverages must be rated by A.M. Best or a comparable rating company and carry at least an "A" rating. All insurance shall be procured from insurance or indemnity companies acceptable to WMATA and licensed and authorized to conduct business in the jurisdiction where the work is to be performed. WMATA approval or failure to disapprove the insurance shall not release the Permitted Parties of full responsibility for liability for damage and accidents.
- f. Changes in Insurance Coverage. The requisite insurance policies shall not be canceled, terminated or modified (except to increase the amount of coverage) without thirty (30) calendar days prior written notice from Permittee to WMATA's Office of Insurance, Room, 8D01, and WMATA's Office of Station Area Planning and Asset Management, Room 5A-18, 600 Fifth Street, NW, Washington, DC 20001. All correspondence and insurance certificates must include the Dulles Corridor Metrorail Extension. If any required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then WMATA can hold Permittee in default of this Permit. Under such circumstances, WMATA shall give Permittee a notice of default and after the expiration of the cure period prescribed in Paragraph 25, WMATA

may terminate this Permit for an event of default or obtain insurance coverage equal to that required herein, the full cost of which shall be paid by Permittee to WMATA on demand.

- g. Evidence of Insurance Coverage. Evidence of the requisite insurance policies in the form of the complete insurance policy including any endorsements and certificates of insurance stating work to be performed shall be submitted to WMATA at least ten (10) business days prior to commencement of operations and from time to time at WMATA's request. Permittee shall not be allowed to enter the Permitted Premises until the evidence of insurance has been received and approved in writing by WMATA. All evidence of insurance shall be sent to:

Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

With a Copy to:

Office of Insurance
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Room 8D01
Washington, DC 20001

- h. Permittee shall require each Contractor, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to WMATA.
- i. Any contract of insurance or indemnification naming WMATA as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that WMATA is not liable in tort by virtue of the fact of being governmental instrumentalities or public or quasi-public bodies.
- j. As shown in Exhibit C, Permittee has provided and shall continue to provide insurance with policy limits no less than limits set forth below.
- Worker's Compensation. An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to personnel of any Permitted Party with the U. S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, Permittee will provide coverage for these exposures on an "if any basis" with limits not less than:

Worker's Compensation:	Statutory
Employers' Liability:	
Each Accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

□ Commercial General Liability Insurance. A Commercial General Liability Insurance policy issued to and covering the liability for all work and operations under or in connection with this Permit and all obligations assumed by Permittee under this Permit. Coverage shall include Products Liability, Completed Operations and Contractual Liability Insurance in addition to coverage for explosion, collapse, and underground hazards, wherever required. The coverage under such an insurance policy or policies shall be maintained for length of the Project and shall have at least the following limits:

Bodily Injury and Property Damage Liability
\$4,000,000 Each Occurrence; \$4,000,000 Aggregate

Premises Medical Payments \$5,000

Fire Legal Liability (if applicable) \$1,000,000

Personal Injury/Advertising \$1,000,000 or Combined Single
Limit not less than \$2,000,000

Construction or demolition work is being performed within 50 feet of the centerline of WMATA's railroad tracks, therefore an endorsement that removes the railroad exclusion from the definition of an "Insured Contract" shall be included.

After Substantial Completion the Product and Completed Operations coverage of the Commercial General Liability insurance policy will be in effect for ten (10) years.

□ Automobile Liability Insurance. A commercial auto insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing valid license plates appropriate for the circumstances for which the vehicles are being used. These vehicles should bear license plates applicable to the state laws for which the vehicle(s) are registered. Liability for contractor's mobile equipment is not subject to this coverage and therefore the aforementioned general liability insurance is required. Contract employees are not permitted to operate any vehicle owned by WMATA whether in commission of the contract or outside the same.

The coverage under such an insurance policy or policies shall include mandatory Uninsured Motorist Coverage where applicable. Form MCS-90 as required by the Motor Carrier Act of 1980 shall also be included where applicable.

The coverage under such an insurance policy or policies shall have limits not less than: BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$2,000,000 Combined Single Limit and Uninsured Motorist Coverage Minimum Limit \$50,000

WMATA must be included as an additional insured under the auto liability insurance coverage with respect to activities related to this Permit.

□ Contractor's Pollution Legal Liability Insurance. (Environmental Impairment Liability) Permittee shall provide an insurance policy covering the Permittees liability arising out of its Contractors operations during the removal, transport and disposal of hazardous waste, contaminated soil and or asbestos abatement. Coverage shall include coverage for claims for Bodily Injury, Property Damage or Environmental Damage caused by Pollution Conditions resulting from the activities performed on behalf of the Permittee by it's Contractors in connection with this project.

Limits shall not be less than \$3,000,000 Per Occurrence.

The policy form shall include an extended reporting period of at least three (3) years. WMATA shall be included as an additional insured.

□ Professional Errors and Omissions Liability Insurance. A separate insurance policy to pay on behalf of the Permittee all costs the Permittee shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of any Permitted Party out of their acts or omissions in performance of their work under this Permit.

Such insurance shall be maintained for five (5) years after the final acceptance of the work by either continuation of the policy every year or if coverage is moved to another carrier, the same prior acts retro date should be continued. If coverage is not renewed, an extended reporting period of five (5) years should be purchased and such coverage should be evidenced on the certificate of insurance. In addition, Contractor should purchase unintentional errors and omissions and cross liability coverage by endorsement if not already provided.

For contracts with a value the coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$3,000,000 per occurrence / \$3,000,000 aggregate

Permittee and WMATA understand and agree that this E & O coverage is provided through the Commercial General Liability Insurance policy provided by DTP through the Design-Build Contract in accordance with MOU Attachment 2, 22.1.2(j): "The liability insurance shall not exclude coverage of third party bodily injury and property damage claims arising out of Contractor's or its design professional's errors and omissions."

□ **Builder's Risk Insurance.** An insurance policy covering all risk of physical damage to property under construction shall be procured. Coverage for damage to building materials to be installed may be written separately or by endorsement to this policy; damage to Permittee's owned, leased or rented equipment may be written separately or by endorsement to this policy. Insurance shall be on an all-risk policy form including the perils of fire, extended coverage, theft, vandalism, certified acts of terrorism, malicious mischief, collapse and earthquake. Coverage limits shall be equal to the initial contract construction amount and any amendments to the contract which affect the project cost on a replacement cost basis.

□ **All Risk Insurance.** Permittee or Permittee's Contractor shall also provide a special all-risk property insurance policy in the amount of \$25,000,000 per occurrence for the benefit of WMATA and MWAA to be effective during the period beginning after Substantial Completion and ending with WMATA Acceptance, provided said period shall not exceed one year.

- k. Permittee shall provide an insurance policy issued to WMATA as the named insured and covering the liability of all Permitted Parties for the work to be performed on, above, adjacent to or underneath (within fifty (50) feet in any direction) WMATA's operating railroad property for any personal injuries or deaths or any damage to the property, equipment and facilities caused by the activities of any Permitted Party resulting from performance of this project work. The coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$5,000,000 per occurrence/\$10,000,000 aggregate

22. **Non-Liability of WMATA.** WMATA shall have no liability for any injury or property damage whatsoever. Neither the grant of this right of entry, nor any provision thereof, shall impose upon WMATA any new or additional duty or liability or enlarge any existing duty or liability of WMATA. Nothing in this Permit shall be deemed to waive WMATA's immunity as a sovereign entity.

23. **No Impairment of WMATA's Title.** This Permit constitutes a mere license, and nothing in this Permit and no action or inaction by WMATA shall be construed to mean that WMATA has granted Permittee or any other person or entity any legal or equitable estate in the Permitted Premises, or any right, power, or permission to do any act or make any agreement which may create, give rise to, or be the foundation for any right, title, interest, lien, charge, or other encumbrance upon the estate of WMATA in the Permitted Premises. In amplification and not in limitation of the foregoing, Permittee shall not allow any portion of the Permitted Premises to be used by any persons or entities, in such manner as would likely impair WMATA's title or interest in the Permitted Premises or would result in a claim of adverse use, adverse possession, prescription, dedication or other similar claims with respect to the Permitted Premises or any part thereof.
24. **Compliance With All Laws, Rules and Regulations.** Permitted Parties shall comply with all applicable laws, rules and regulations, policies, instructions and directives, whether Federal or Local, relating to this Permit and Permitted Parties' work hereunder. Should any Permitted Parties' work involve use of, or create materials considered to be hazardous waste which require special handling, Permittee shall ensure that disposal of waste and residue is made in accordance with applicable environmental laws and regulations including, but not limited to the Resource Conservation Recovery Act (RCRA), the Toxic Substances Control Act (TSCA) and where required, shall include preparation and filing of reports and travel manifest documents. WMATA shall be provided with copies of all such reports and documents.
25. **Default/Suspension.** Permittee shall be deemed to be in default of this Permit if any Permitted Party shall fail to observe or perform any of the provisions, covenants, conditions, or agreements contained herein and such failure shall continue for a period of ten (10) calendar days after written notice is received from WMATA. If an event of default shall have occurred and be continuing, WMATA, at its option, may at once, or at any time thereafter, suspend this Permit by written notice to Permittee, whereupon this Permit shall end and all rights of the Permitted Parties hereunder (but not their liabilities) shall cease until such terms as these rights may be reinstated. During the period of suspension WMATA and the Permittee will work cooperatively to eliminate the basis for the default. However, in the event that the Permittee has not made a good faith effort to cure the default in thirty days, WMATA may issue a notice of termination to be effective in not less than thirty days. Upon such termination by WMATA, and without in any way limiting the remedies available to WMATA at law, in equity or under the terms of this Permit, Permittee shall at once remove all Permitted Parties their persons and equipment from the Permitted Premises, and restore the Permitted Premises in accordance with Paragraph 14 above. WMATA may enter into or repossess the Permitted Premises either by force, by summary proceeding or otherwise. WMATA shall have no liability by reason of any such reentry, repossession or removal. Nothing in this Paragraph 25 shall be deemed to limit in any way

WMATA's independent right under Paragraph 10 above, to suspend or terminate this Permit.

26. **Notices.** Notices given in connection with this Permit shall be in writing and shall be sent by (a) registered or certified mail, return receipt requested; (b) hand delivery; or (c) a nationally recognized overnight courier service for next business day delivery. Notices and other communications shall be deemed to have been given on the earlier of actual receipt or, in the case of overnight courier, on the first business day after delivery to such courier.

If to WMATA:

Office of Station Area Planning
and Asset Management
WMATA
600 Fifth Street, NW
Washington, DC 20001
202-962-1589

If to Permittee:

Metropolitan Washington Airports Authority
1 Aviation Circle
Washington, DC 20001
703-288-5900

27. **Officials Not To Benefit.**

- a. No member (i.e., Representative or Senator) of, or delegate to Congress, or any similar official, or resident commissioner, or any member of such person's family, shall be admitted to any share or part of this Permit, or to any benefit that may arise therefrom; but this provision shall not apply if this Permit is made with a corporation or other entity with which such official or family member has only a de minimis (in WMATA's sole opinion) contractual or ownership interest. Permittee warrants, represents and agrees that as of the date of this Permit, no person described in this Subparagraph, nor any entity with which such person is affiliated, has any such interest in any Permitted Party. Permittee shall forthwith deliver written notice to WMATA of any breach of the foregoing warranty representation and agreement and shall make reasonable inquiries from time to time to determine whether any such breach has occurred.
- b. No member, officer, or employee of WMATA or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Permit.

28. **Gratuities.** In connection with this Permit, or any amendments or modifications thereto, the giving of, or offering to give, gratuities (in the form of entertainment, gifts or otherwise) by Permittee or any agent, representative, or other person deemed to be acting on behalf of Permittee, or any Contractor, subcontractor or supplier furnishing material to or performing work under this Permit, to any director, officer or employee of WMATA, or to any director, officer, employee of any of WMATA's agents, consultants or representatives, with an intent to secure an agreement or favorable treatment or the making of any determinations with

respect to performance under this Permit is expressly forbidden. The terms of this Paragraph shall be strictly construed and enforced in the event of violation hereto.

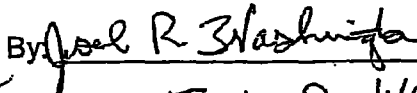
29. **Governing Law.** This Permit shall be governed by the laws of the Commonwealth of Virginia except that to the extent that Virginia law conflicts with the WMATA Compact, WMATA shall be governed by the WMATA Compact.
30. **Counterparts.** The Parties hereto agree that this Permit may be executed in one or more identical counterparts, each of which shall be deemed to be an original thereof, and shall be enforceable against each of the Parties hereto.
31. **Authority.** The Parties represent and warrant that they have the power and authority to enter into and perform their obligations under this Permit.
32. **Entire Agreement.** This Permit constitutes the entire agreement between the Parties. The Parties acknowledge that no representations or warranties have been made except as set forth herein. This Permit shall not be modified or amended in any manner except by an instrument in writing executed by the Parties as an amendment to this Permit.

IN WITNESS WHEREOF, the Parties have caused this Permit to be executed in two counterparts as of the date and year first written above.

WITNESS:



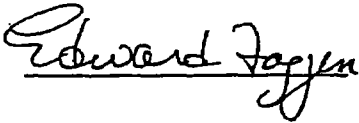
WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

By: 

Print Name: Joel R. Washington

Title: Contracting Officer
Director, SAAM

WITNESS:



METROPOLITAN WASHINGTON
AIRPORTS AUTHORITY

By: 

Print Name: JAMES E. BENNETT

Title: PRESIDENT & CEO

EXHIBIT 6.3(b)

TO

AMENDED AND RESTATED DESIGN-BUILD CONTRACT

**(ORIGINAL CONTRACT –
SPECIAL PROVISIONS FOR RIGHTS OF ENTRY
TO WMATA PROPERTY)**

DULLES CORRIDOR METRORAIL PROJECT

BASE PERMIT FEE IS \$2,500

ADJ _____

WMATA PARCEL NO. _____

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
REAL ESTATE PERMIT .**

THIS REAL ESTATE PERMIT (the "Permit") is made and entered into this ___ day of _____, 2006, by and between the WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, a body corporate and politic (hereinafter "WMATA") with principal offices at 600 Fifth Street, NW, Washington, DC 20001 and _____ with principal offices at _____ (hereinafter "Permittee"). Permittee and WMATA are sometimes referred to herein jointly at the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, Permittee has requested from WMATA permission to enter upon and use WMATA property in Section _____, above WMATA's right-of-way between Station Markers _____ (the "Permitted Premises"), as shown in Exhibit A which is attached hereto and made a part hereof, to perform _____ and

WHEREAS, WMATA has agreed to allow Permittee and its contractor(s), subcontractor(s) and consultants (hereinafter "Contractor" and collectively with the Permittee "Permitted Parties") the right and privilege to enter upon and use the Permitted Premises to perform work for _____ upon the terms and conditions specifically set forth in this Permit.

NOW, THEREFORE, in consideration of the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), and for the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above and attached Exhibits are incorporated herein by this reference and have the same force and effect as if fully hereinafter set forth.
2. **Permitted Access** This Permit, allows the Permitted Parties and others acting on behalf of the Permitted Parties to enter onto WMATA property provided that the conditions contained herein are met.
3. **Use of Permitted Premises.** WMATA grants unto the Permitted Parties the right to _____.

4. **Description of Permitted Premises.** The Permitted Premises which is the subject of this Permit is described as [REDACTED] as shown on Exhibit A hereto.

5. **Conditions on Use.**

- a. This Permit may only be exercised by a Permitted Party upon WMATA review and approval of the construction and structural monitoring plans and schedule of construction. Prior to construction, Permittee shall submit to WMATA's Office of Joint Development and Adjacent Construction for review and approval, twelve (12) copies of final design drawings, schedules and specifications.
- b. Prior to each phase of the construction, Permittee shall submit to WMATA for review and approval at least seven (7) copies of the diagrams, shop drawings, cut sheets, product information, details of planned construction staging/safety plans, materials, specifications and schedules. Two (2) copies will be returned to Permittee.
- c. Permittee's work shall be planned and performed in accordance with the requirements of WMATA's Adjacent Construction Design Manual, Rev. 1 or as further revised. If certain requirements listed as the conditions in this Permit differ from those in the Manual, priority shall be given to the Permit.
- d. Permittee shall submit the detailed construction plans and timetables for each installation and each operation to WMATA for review and approval at least twenty (20) business days prior to the start of work, to ensure that WMATA operations are not disrupted.
- e. The safety and traffic maintenance plans, operation sequences and equipment positioning plans must ensure adequate safety for the general public entering/exiting WMATA facilities by car, on foot and riding on WMATA trains and buses and must be approved by WMATA prior to the start of any work.
- f. WMATA will review and provide written comments or approval on design or development plan submittals in writing to Permittee or its architect/contractor within twenty-one (21) business days after receipt of the drawings and specifications. If approval is denied, a re-submittal for approval with all comments resolved shall be made to WMATA. This action shall be repeated until final approval is conveyed to Permittee. The design or development plan submittal approved by WMATA shall

constitute the Approved Construction Drawings and Specifications. No construction work shall commence until WMATA has provided its final approval for all drawings and specifications.

- g. WMATA accepts no liability and waives none of its rights under this Permit solely by reason of its approval of any drawings or specifications.
- h. Permittee shall contact [REDACTED] WMATA Field Project Coordinator, Office of Infrastructure Renewal Programs, telephone [REDACTED] to schedule a pre-construction and pre-activity meeting. Permittee shall make this request at least ten (10) business days prior to the requested meeting date.
- i. Upon written approval from WMATA, the Permitted Parties may conduct the necessary exploration or tests to determine the location of WMATA's existing facilities. These rights shall not impede or be hazardous to WMATA's patrons.
- j. Swinging a crane and suspended loads over WMATA property is strictly prohibited. On a case by case basis, some crane permits will be granted by WMATA. In those cases, construction activities which involve swinging a crane and suspended loads over pedestrian areas, Metrorail station entrances and escalators, Metrobus facilities and Metrobus passenger areas shall be performed only during WMATA's non-revenue hours, currently the hours of 12:30 a.m. to 4:00 a.m. Sunday to Thursday nights and 3:30 a.m. to 6:00 a.m. on Friday and Saturday nights (non-revenue hours are subject to change without notice). Crane inspection paperwork must be submitted to WMATA's Field Project Coordinator. All construction equipment used in the work shall be oriented in accordance with the WMATA Field Project Coordinator's instructions.
- k. When support functions and electrical power outages are required, [REDACTED] must be contacted at least ten (10) business days prior to the requested start of the respective work. The General Orders and Track Rights System (GOTRS) Account Request (*Appendix A*) must be submitted to the WMATA Office of Joint Development and Adjacent Construction by Friday noon at least one week preceding the WMATA Operating Week, which begins Saturday morning at 12:01 a.m., to allow WMATA sufficient advance notice to schedule personnel and equipment and to adjust WMATA operations and maintenance to accommodate Permittee's request insofar as possible.

- l. Permitted Parties planning to work within twenty-five (25) feet of WMATA's operating tracks must undergo WMATA safety training. [REDACTED], Office of Infrastructure Renewal Programs, telephone [REDACTED] must be contacted at least ten (10) business days prior to the desired training date. The Certification of Eligibility for WMATA Contractor Identification (ID) Card form Section 1 (Appendix B), must be completed and submitted to the Office of Infrastructure Renewal Programs prior to the class date.**
- m. Permittee shall monitor or cause to be monitored the Metrorail structures and tracks during any construction or installation within WMATA's Zone of Influence, as that term is further defined and explained in WMATA's Adjacent Construction Manual, proximate to WMATA structures and interests. The monitoring and contingency plans must be approved by WMATA prior to the start of the work. The monitoring plans must include threshold values and survey control data. Permittee shall monitor the inside of the WMATA tunnel and record any movement.**
- n. Wooden construction fencing shall be installed at the boundary of the areas with public access. The fencing shall be at least six-feet high and be of substantial construction using one (1) hour fire-rated materials.**
- o. Temporary sidewalks or pedestrian ways which will be in use more than ten (10) days shall be constructed of four inch (4") thick Portland cement concrete or four inches of asphaltic concrete placed and finished by a machine.**
- p. Any construction which will include work within twenty-five (25) feet of WMATA's tracks will require that the work be done during non-revenue hours which are currently 12:30 a.m. to 4:00 a.m. on weekdays and 3:30 a.m. to 6:00 a.m. on Saturdays and Sundays but are subject to change without notice. Work in this location may require a "red tag" power outage as determined by _____. WMATA's Field Project Coordinator must be contacted at least ten (10) business days prior to the requested start date to coordinate the power outage and escort.**
- q. WMATA escorts from Metrorail Operations will be required and power outages may be required during pre-construction surveys and inspections. Track Access Request forms must be submitted by Permittee ten (10) business days before the requested date of work.**
- r. All utilities must be located by a Permitted Party in advance of work by using WMATA As-Built Drawings and Miss Utility information and must**

be protected from any damage. Permittees should be aware that WMATA As-Built Drawings may not reflect current site conditions and WMATA will not be responsible for any damage caused by such inaccuracies. Any excavation in the vicinity of WMATA or [REDACTED] power feeders to the Metrorail system and other underground utilities or within the work site shall be through hand excavation.

- s. Flammable liquids shall not to be stored within twenty-five (25) feet horizontally or vertically, regardless of topographic or man-made barriers, of WMATA underground facilities, except in the tanks of automobiles. If a flammable liquid storage container of any kind is to be installed between twenty-five (25) and one hundred (100) feet of WMATA underground facilities, protective encasement of the storage container will be required in accordance with NFPA STD 130. Existing underground tanks located within one hundred (100) feet of WMATA facilities and scheduled to be abandoned are to be disposed of in accordance with Appendix C of NFPA STD 130. NFPA STD 130 should also be applied to the construction of new fuel tanks.
- t. WMATA reserves the right to inspect, at reasonable times, the Permitted Premises for conformance with the Approved Construction Drawings and Specifications and OSHA safety requirements and to ensure that the operations of Metrorail, Metrobus and other transit carriers are not impeded at any time. WMATA's designated representative(s) shall have full access to the Permitted Premises for the purpose of determining the safety of the operations and their impact on Metrorail or Metrobus operations, and such person(s) shall have the absolute authority to stop the construction if, in WMATA's sole opinion, the Permitted Parties is/are working in a manner that is unsafe for Metrorail or Metrobus operations, the construction is not in full compliance with the Approved Construction Drawings and Specifications or is interfering with the efficient operation of Metrorail, Metrobus or other transit carriers.
- u. Permittee shall maintain "as-built" drawings during the construction of any improvements under this Permit. Upon completion of construction, Permittee shall provide WMATA with three (3) copies of the final "as-built" drawings which shall include the Construction Drawings and Specifications, addenda, field orders, shop drawings, operating manuals, maintenance manuals, parts manuals, warranty provisions, cut sheets on proposed or installed equipment and other material dealing with the construction. Permittee shall also provide WMATA with an electronic media copy of the drawings in AutoCAD 2000 or later format. Permittee shall provide certification to WMATA that the accessible path meets Americans with Disabilities Act Accessibility Guidelines (ADAAG)

requirements.

- v. After the Construction Drawings and Specifications have been approved by WMATA, Permittee may make minor changes in Permittee's work or materials at any time without the necessity for the review and approval of WMATA, provided these changes do not affect WMATA's existing Metrorail facilities and are in compliance with WMATA's Design Criteria and Federal and Local regulations. Changes of this nature must be communicated to and coordinated with WMATA's Field Project Coordinator.
- w. Permitted Parties accept the Permitted Premises and adjacent areas in an "as is" condition, including any possible concrete over pours, sheeting and shoring which remain in place, inaccurate location of utilities or portions of the facilities and similar conditions. It shall be Permitted Parties' responsibility to verify the actual location of existing facilities, structures and utilities on the site and Permitted Parties shall perform a pre-construction survey and provide WMATA with a copy. Permittee agrees that the existence of any unknown or inaccurately portrayed facility will not be the subject of a claim against WMATA.
- x. Permittee shall furnish WMATA with Contractor's claims, change orders and schedule updates. WMATA reserves the right to inspect the site while the project and associated systems are installed.
- y. Permittee will not be released before the final acceptance of the site improvements/restoration by WMATA. Permittee must provide two (2) copies of the certified as-built drawing sets and two (2) copies of certified as-built drawings on compact disks.

Special Conditions on Use

[REDACTED]

- 6. **Term of Agreement.** This Permit commences on the date shown on Page 1 and terminates [REDACTED] unless terminated for cause as provided in Paragraph 10 herein.
- 7. **Extension Option.** Subject to the limitations contained herein and upon the mutual agreement of the Parties, this Permit may be extended. Notice as to the extension of this Permit shall be provided by Permittee to WMATA, in writing, at least thirty (30) calendar days prior to the expiration of the initial term and

will be deemed extended only if approved in writing by WMATA.

8. **Payment by Permittee.** In consideration of the permission granted by WMATA to Permittee hereunder, Permittee hereby covenants and agrees to pay WMATA the non-refundable sum of Two Thousand Five Hundred Dollars (\$2,500.00) for the term of this Permit which shall be paid upon Permittee's execution of the Permit.
9. **Assignment.** This Permit is not assignable or transferable by Permitted Parties in any way. The rights, privileges, duties and obligations extended to or assumed by Permittee are personal to Permittee, its officers, employees, agents and Contractors only.
10. **Suspension/Termination.** WMATA may suspend this Permit at its sole option and discretion at any time, if any condition created by the Permitted Parties on or about the Permitted Premises threatens the safety or security of the Permitted Premises, any WMATA operation or function, the public, or is in violation of any applicable laws, rules, regulations, policies, instruction or directions whether federal or local relating to this Permit and/or any Permitted Party's work hereunder. If Permittee does not correct the condition which serves as the basis for WMATA's suspension decision within ten (10) calendar days following the Permitted Party's receipt of written notice of such condition from WMATA, then WMATA may terminate this Permit by notice to Permittee without any further opportunity to cure such condition. This Permit may also be terminated or revoked by WMATA at its sole option and discretion, at any time, if deemed necessary by WMATA for the purposes of safety, security, operational necessity or any overriding public requirement. Upon termination or earlier revocation of this Permit, all Permitted Parties shall remove their equipment and restore the Permitted Premises to the satisfaction of WMATA. This Permit may be terminated at any time by Permittee by providing ten (10) calendar days prior written notice to WMATA. All obligations and liabilities of the Permitted Parties under this Permit shall survive the termination of this Permit pursuant to this Paragraph or the expiration of the Permit pursuant to Paragraphs 6 and 7 above.
11. **Conduct of Work.** In the conduct of work undertaken herein, Permittee shall require its employees and Contractor to exercise all normal and reasonable safety precautions. Permitted Parties shall maintain the Permitted Premises in a clean and presentable manner.
12. **Employee and Public Safety.** Barricades, fences, signs, lanterns and other suitable devices necessary for employee and public safety shall be provided and adequately maintained by Permittee or Contractor at their sole cost and

expense.

13. **Security.** Permitted Parties shall maintain the security of the work site to the satisfaction of WMATA during the entire period of use and occupancy under this Permit.
14. **Restoration.** Upon completion of all activities, Permitted Parties shall remove all of their equipment and restore the Permitted Premises in accordance with pre-approved plans and specifications.
15. **Responsibility for Licenses and Permits.** Permittee shall be responsible for obtaining any necessary licenses and permits for the work permitted under this Permit including transportation and disposal of materials.
16. **Compliance with Orders and Directions of WMATA.** With respect to all work permitted under this Permit, Permitted Parties shall at all times conform with and abide by the reasonable orders and directions of WMATA officials or their duly authorized representatives, regardless of whether such orders and directions are oral or written. Nothing in this Paragraph 16 shall be deemed to limit in any way WMATA's independent right under Paragraph 9 above, to suspend or terminate this Permit.
17. **Non-interference with WMATA Activities.** Pursuant to the terms of this Permit, Permitted Parties may only use the Permitted Premises in such manner and at such times as not to interfere with the use, construction, maintenance, repair and operations of WMATA.
18. **Damage to WMATA Property.** Permittee shall be responsible for, and must make good at its own expense, all damage to WMATA property caused in whole or in part by the acts or omissions of any Permitted Party and others acting on their behalf, in carrying out the operations permitted under this Permit. Permittee shall carry out such repair or replacement within fifteen (15) business days of Permittee's receipt of notice from WMATA except in the case of any emergency as determined by WMATA in its sole discretion, in which event Permittee's obligation of repair or replacement shall be immediate upon receipt of notice from WMATA.
19. **Utility Charges.** Permittee, at its sole cost and expense, shall pay all charges for any utilities used on the Permitted Premises during its occupancy thereof when and as the same shall become due and payable. Permitted Parties are prohibited, without the prior written consent of WMATA (in its sole discretion) from making any connection to any utility line serving WMATA operations.

20. Indemnification.

- a. Permittee shall indemnify and save harmless WMATA, its directors, officers, employees and agents from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, including employees of the Permittee or its Contractors, and for loss or damage to any property, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work permitted by this Permit and/or any acts in connection with activities to be performed under this Permit resulting in whole or in part from the acts, errors or omissions of Permittee or its Contractor, or any employee, agent or representative of Permittee or its Contractor. Nothing in the preceding sentence shall be deemed to relieve Permittee from ultimate liability for any obligation of Permittee under this Permit.
- b. Permittee shall indemnify, defend and hold harmless WMATA its directors, officers, employees and agents against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the Permitted Premises by Permittee.
- c. If any action or proceeding relating to the indemnification required by this Paragraph 20 is brought against WMATA, then upon written notice from WMATA to the indemnitor, the indemnitor shall, at the indemnitor's expense, resist or defend such action or proceeding by counsel approved by WMATA in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same.
- d. Permittee understands and agrees that it is Permittee's responsibility to provide indemnification to WMATA pursuant to this Section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Permittee's insurance to fully fund any indemnification shall not relieve the Permittee of any obligation assumed under this indemnification.

21. Insurance.

- a. WMATA is acknowledged and understood to be a third party beneficiary of any insurance policy carried by any Permitted Party.
- b. As may be required in any insurance policy carried by any Permitted Party, this Permit is understood and agreed to be a written contract or an Insured Contract between that Permitted Party and WMATA.
- c. Permittee understands and agrees that provision of a complete copy of the Policy or Policies which provide the below required insurance, including a copy of any endorsement or exclusion thereto, for review and approval by WMATA is a prerequisite for entry onto WMATA property. It is the Permittee's responsibility to ensure adequate and complete coverage as contemplated in this agreement. This responsibility is not waived, nor is any requirement to indemnify waived by WMATA's review and approval of any Policy.
- d. Permittee understands and agrees that WMATA is a self-insured governmental entity and that the insurance and indemnification provided by any Permitted Party under the terms of this Real Estate Permit shall be Primary. Permittee agrees that to the extent any endorsement contemplates issuance of a permit by a state or political subdivision, WMATA shall be considered a state or political subdivision issuing a permit for the purposes of those policies and endorsements.
- e. Insurance Companies. Insurance companies providing the required coverages must be rated by A.M. Best or a comparable rating company and carry at least an "A" rating. All insurance shall be procured from insurance or indemnity companies acceptable to WMATA and licensed and authorized to conduct business in the jurisdiction where the work is to be performed. WMATA approval or failure to disapprove the insurance shall not release the Permitted Parties of full responsibility for liability for damage and accidents.
- f. Changes in Insurance Coverage. The requisite insurance policies shall not be canceled, terminated or modified (except to increase the amount of coverage) without thirty (30) calendar days prior written notice from Permittee to WMATA's Office of Insurance, Room, 8D01, and Office of Property Development and Management, Room 5B, 600 Fifth Street, NW, Washington, DC 20001. All correspondence and insurance certificates must include the ~~WMATA's Office of Insurance, Room 8D01, and Office of Property Development and Management, Room 5B, 600 Fifth Street, NW, Washington, DC 20001~~ as indicated on Page 1 of this Permit. If any required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then WMATA can hold Permittee in default of this Permit. Under such circumstances, WMATA shall give Permittee a notice

of default and after the expiration of the cure period prescribed in Paragraph 25, WMATA may terminate this Permit for an event of default or obtain insurance coverage equal to that required herein, the full cost of which shall be paid by Permittee to WMATA on demand.

- g. Evidence of Insurance Coverage. Evidence of the requisite insurance policies in the form of the complete insurance policy including any endorsements and certificates of insurance stating work to be performed and ~~WMATA shall be required to provide evidence of coverage~~ shall be submitted to WMATA at least ten (10) business days prior to commencement of operations and from time to time at WMATA's request. Permittee shall not be allowed to enter the Permitted Premises until the evidence of insurance has been received and approved in writing by WMATA. All evidence of insurance shall be sent to:

Office of Property Development and Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

With a Copy to:

Office of Insurance
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Room BD01
Washington, DC 20001

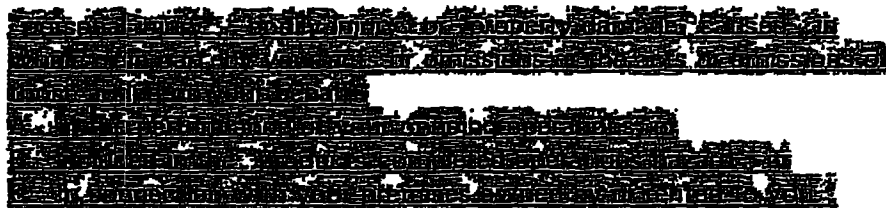
- h. Permittee shall require each Contractor, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to WMATA.
- i. Any contract of insurance or indemnification naming WMATA, the United States of America, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that WMATA or the United States of America, et al, are not liable in tort by virtue of the fact of being governmental instrumentalities or public or quasi-public bodies.
- j. Limits and Modification of Coverage. The limits of liability included herein are minimum limits. WMATA reserves the right to review or change these limits if the terms of the Agreement or standards in the industry change. If requested by WMATA, Permittee shall make or require its Contractors to make any necessary adjustments in such limits or in the type of coverage to reflect then currently acceptable, commercially reasonable policy limits and types of coverage for similar uses and operations. Permittee's failure to cooperate with WMATA

☐ **Worker's Compensation.** An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to personnel of any Permitted Party with the U. S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, Permittee will provide coverage for these exposures on an "if any basis" with limits not less than:

☐ **Commercial General Liability Insurance.** A Commercial General Liability Insurance policy issued to and covering the liability for all work and operations under or in connection with this Permit and all obligations assumed by Permittee under this Permit. Coverage shall include Products Liability, Completed Operations and Contractual Liability Insurance in addition to coverage for explosion, collapse, and underground hazards, wherever required. The coverage under such an insurance policy or policies shall be maintained for three (3) years and shall have at least the following limits:

Personal Injury/Advertising	\$1,000,000 or Combined Single Limit not less than \$2,000,000
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If construction or demolition work is being performed within 50 feet of the center line of WMATA's railroad tracks, then an endorsement that removes the railroad exclusion from the definition of an "Insured Contract" shall be included.

- ☐ **Automobile Liability Insurance.** A commercial auto insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing valid license plates appropriate for the circumstances for which the vehicles are being used. These vehicles should bear license plates applicable to the state laws for which the vehicle(s) are registered. Liability for contractor's mobile equipment is not subject to this coverage and therefore the aforementioned general liability insurance is required. Contract employees are not permitted to operate any vehicle owned by WMATA whether in commission of the contract or outside the same.

The coverage under such an insurance policy or policies shall include mandatory Uninsured Motorist Coverage where applicable. Form MCS-90 as required by the Motor Carrier Act of 1980 shall also be included where applicable.

The coverage under such an insurance policy or policies shall have limits not less than: BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$2,000,000 Combined Single Limit and Uninsured Motorist Coverage Minimum Limit \$50,000

WMATA must be included as an additional insured under the auto liability insurance coverage with respect to activities related to this Permit.

- ☐ **Railroad Protective Liability Insurance.** ~~May be included in the general liability policy or may be a separate policy. An insurance policy issued to WMATA as the named insured and covering the liability of all Permitted Parties for the work to be performed on, above, adjacent to or underneath WMATA's operating railroad property for any personal injuries or deaths or any damage to the property, equipment and facilities caused by the activities of any Permitted Party resulting from performance of this project work. The coverage under such an insurance policy shall have a limit of liability not less than:~~

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$5,000,000 per occurrence/\$10,000,000 aggregate

- ☐ **Contractor's Pollution Legal Liability Insurance.** (Environmental Impairment Liability) Permittee shall require its Contractor to provide an insurance policy covering the liability of the Permitted Parties during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and or asbestos abatement. The policy should also include coverage for bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental.

Limits shall not be less than \$3,000,000 Per Occurrence

The policy form shall include an extended reporting period of at least three (3) years. WMATA shall be included as an additional insured.

- ☐ **Professional Errors and Omissions Liability Insurance.** A separate insurance policy to pay on behalf of the Permittee all costs the Permittee shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of any Permitted Party out of their acts or omissions in performance of their work under this Permit.

Such insurance shall be maintained for five (5) years after the final acceptance of the work by either continuation of the policy every year or if coverage is moved to another carrier, the same prior acts retro date should be continued. If coverage is not renewed, an extended reporting period of five (5) years should be purchased and such coverage should be evidenced on the certificate of insurance. In addition, Contractor should purchase unintentional errors and omissions and cross liability coverage by endorsement if not already provided.

For contracts with a value Over \$500,000 the coverage under such an insurance policy shall have a limit of liability not less than:
BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$3,000,000 per occurrence / \$3,000,000 aggregate

For contracts with a value Under \$500,000 the coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$1,000,000 per occurrence / \$1,000,000 aggregate

- ☐ **Builder's Risk Insurance.** ~~Permittee shall obtain and maintain~~ An insurance policy covering all risk of physical damage to property under construction shall be procured. Coverage for damage to building materials to be installed may be written separately or by endorsement to this policy; damage to Permittee's owned, leased or rented equipment may be written separately or by endorsement to this policy. Insurance shall be on an all-risk policy form including the perils of fire, extended coverage, theft, vandalism, certified acts of terrorism, malicious mischief, collapse and earthquake. Coverage limits shall be equal to the initial contract construction amount and any amendments to the contract which affect the project cost on a replacement cost basis.
22. **Non-Liability of WMATA.** WMATA shall have no liability for any injury or property damage whatsoever unless the injury or damage arises solely from WMATA's negligence. Neither the grant of this right of entry, nor any provision thereof, shall impose upon WMATA any new or additional duty or liability or enlarge any existing duty or liability of WMATA. Nothing in this Permit shall be deemed to waive WMATA's immunity as a sovereign entity.
23. **No Impairment of WMATA's Title.** This Permit constitutes a mere license, and nothing in this Permit and no action or inaction by WMATA shall be construed to mean that WMATA has granted Permittee or any other person or entity any legal or equitable estate in the Permitted Premises, or any right, power, or permission to do any act or make any agreement which may create, give rise to, or be the foundation for any right, title, interest, lien, charge, or other encumbrance upon the estate of WMATA in the Permitted Premises. In amplification and not in limitation of the foregoing, Permittee shall not allow any portion of the Permitted Premises to be used by any persons or entities, in such manner as would likely impair WMATA's title or interest in the Permitted Premises or would result in a claim of adverse use, adverse possession, prescription, dedication or other similar claims with respect to the Permitted Premises or any part thereof.
24. **Compliance With All Laws, Rules and Regulations.** Permitted Parties shall comply with all applicable laws, rules and regulations, policies, instructions and directives, whether Federal or Local, relating to this Permit and Permitted Parties' work hereunder. Should any Permitted Parties' work involve use of, or create materials considered to be hazardous waste which require special handling, Permittee shall ensure that disposal of waste and residue is made in accordance with applicable environmental laws and regulations including, but not limited to the Resource Conservation Recovery Act (RCRA), the Toxic

Substances Control Act (TSCA) and where required, shall include preparation and filing of reports and travel manifest documents. WMATA shall be provided with copies of all such reports and documents.

25. **Default/Termination.** Permittee shall be deemed to be in default of this Permit if any Permitted Party shall fail to observe or perform any of the provisions, covenants, conditions, or agreements contained herein and such failure shall continue for a period of ten (10) calendar days after written notice is received from WMATA. If an event of default shall have occurred and be continuing, WMATA, at its option, may at once, or at any time thereafter, terminate this Permit by written notice to Permittee, whereupon this Permit shall end and all rights of the Permitted Parties hereunder (but not their liabilities) shall expire and terminate. Upon such termination by WMATA, and without in any way limiting the remedies available to WMATA at law, in equity or under the terms of this Permit, Permittee shall at once remove all Permitted Parties their persons and equipment from the Permitted Premises, and restore the Permitted Premises in accordance with Paragraph 14 above. WMATA may enter into or repossess the Permitted Premises either by force, by summary proceeding or otherwise. WMATA shall have no liability by reason of any such reentry, repossession or removal. Nothing in this Paragraph 25 shall be deemed to limit in any way WMATA's independent right under Paragraph 10 above, to suspend or terminate this Permit.

26. **Notices.** Notices given in connection with this Permit shall be in writing and shall be sent by (a) registered or certified mail, return receipt requested; (b) hand delivery; or (c) a nationally recognized overnight courier service for next business day delivery. Notices and other communications shall be deemed to have been given on the earlier of actual receipt or, in the case of overnight courier, on the first business day after delivery to such courier.

If to WMATA:
Managing Director
Office of Property Development
and Management
WMATA
600 Fifth Street, NW
Washington, DC 20001

If to Permittee:



27. **Officials Not To Benefit.**

- a. No member (i.e., Representative or Senator) of, or delegate to Congress, or any similar official, or resident commissioner, or any member of such person's family, shall be admitted to any share or part of this Permit, or to any benefit that may arise therefrom; but this provision shall not apply if this Permit is made with a corporation or

other entity with which such official or family member has only a de minimis (in WMATA's sole opinion) contractual or ownership interest. Permittee warrants, represents and agrees that as of the date of this Permit, no person described in this Subparagraph, nor any entity with which such person is affiliated, has any such interest in any Permitted Party. Permittee shall forthwith deliver written notice to WMATA of any breach of the foregoing warranty representation and agreement and shall make reasonable inquiries from time to time to determine whether any such breach has occurred.

- b. No member, officer, or employee of WMATA or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Permit.

28. **Gratuities.** In connection with this Permit, or any amendments or modifications thereto, the giving of, or offering to give, gratuities (in the form of entertainment, gifts or otherwise) by Permittee or any agent, representative, or other person deemed to be acting on behalf of Permittee, or any Contractor, subcontractor or supplier furnishing material to or performing work under this Permit, to any director, officer or employee of WMATA, or to any director, officer, employee of any of WMATA's agents, consultants or representatives, with an intent to secure an agreement or favorable treatment or the making of any determinations with respect to performance under this Permit is expressly forbidden. The terms of this Paragraph shall be strictly construed and enforced in the event of violation hereto.
29. **Governing Law.** This Permit shall be governed by the laws of the State of [REDACTED] except that to the extent that [REDACTED] law conflicts with the WMATA Compact, WMATA shall be governed by the WMATA Compact.
30. **Counterparts.** The Parties hereto agree that this Permit may be executed in one or more identical counterparts, each of which shall be deemed to be an original thereof, and shall be enforceable against each of the Parties hereto.
31. **Authority.** The Parties represent and warrant that they have the power and authority to enter into and perform their obligations under this Permit.
32. **Entire Agreement.** This Permit constitutes the entire agreement between the Parties. The Parties acknowledge that no representations or warranties have been made except as set forth herein. This Permit shall not be modified or amended in any manner except by an instrument in writing executed by the Parties as an amendment to this Permit.

IN WITNESS WHEREOF, the Parties have caused this Permit to be executed in two counterparts as of the date and year first written above.

WITNESS:

**WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY**

By: _____
Gary Malasky, Managing Director
Office of Property Development
and Management

WITNESS:

By: _____

Print Name: _____

Title: _____

WMATA's Boilerplate Indemnification/Insurance Requirements

Indemnification.

- a. Permittee shall indemnify and save harmless WMATA, its directors, officers, employees and agents from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, including employees of the Permittee or its Contractors, and for loss or damage to any property, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work permitted by this Permit and/or any acts in connection with activities to be performed under this Permit resulting in whole or in part from the acts, errors or omissions of Permittee or its Contractor, or any employee, agent or representative of Permittee or its Contractor. Nothing in the preceding sentence shall be deemed to relieve Permittee from ultimate liability for any obligation of Permittee under this Permit.
- b. Permittee shall indemnify, defend and hold harmless WMATA its directors, officers, employees and agents against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the Permitted Premises by Permittee.
- c. If any action or proceeding relating to the indemnification required by this Paragraph 20 is brought against WMATA, then upon written notice from WMATA to the indemnitor, the indemnitor shall, at the indemnitor's expense, resist or defend such action or proceeding by counsel approved by WMATA in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same.
- d. Permittee understands and agrees that it is Permittee's responsibility to provide indemnification to WMATA pursuant to this Section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Permittee's insurance to fully fund any indemnification shall not relieve the Permittee of any obligation assumed under this indemnification.

Insurance.

- a. WMATA is acknowledged and understood to be a third party beneficiary of any insurance policy carried by any Permitted Party.
- b. As may be required in any insurance policy carried by any Permitted Party, this Permit is understood and agreed to be a written contract or an Insured Contract between that Permitted Party and WMATA.
- c. Permittee understands and agrees that provision of a complete copy of the Policy or Policies which provide the below required insurance, including a copy of any endorsement or exclusion thereto, for review and approval by WMATA is a prerequisite for entry onto WMATA property. It is the Permittee's responsibility to ensure adequate and complete coverage as contemplated in this agreement. This responsibility is not waived, nor is any requirement to indemnify waived by WMATA's review and approval of any Policy.
- d. Permittee understands and agrees that WMATA is a self-insured governmental entity and that the insurance and indemnification provided by any Permitted Party under the terms of this Real Estate Permit shall be Primary. Permittee agrees that to the extent any endorsement contemplates issuance of a permit by a state or political subdivision, WMATA shall be considered a state or political subdivision issuing a permit for the purposes of those policies and endorsements.
- e. Insurance Companies. Insurance companies providing the required coverages must be rated by A.M. Best or a comparable rating company and carry at least an "A" rating. All insurance shall be procured from insurance or indemnity companies acceptable to WMATA and licensed and authorized to conduct business in the jurisdiction where the work is to be performed. WMATA approval or failure to disapprove the insurance shall not release the Permitted Parties of full responsibility for liability for damage and accidents.
- f. Changes in Insurance Coverage. The requisite insurance policies shall not be canceled, terminated or modified (except to increase the amount of coverage) without thirty (30) calendar days prior written notice from Permittee to WMATA's Office of Insurance, Room 8D01, and Office of Property Development and Management, Room 5B, 600 Fifth Street, NW, Washington, DC 20001. All correspondence and insurance certificates must include the ~~Washington, DC, Construction Number~~ as indicated on Page 1 of this Permit. If any required insurance policies

should be canceled, terminated or modified so that the insurance is not in full force and effect, then WMATA can hold Permittee in default of this Permit. Under such circumstances, WMATA shall give Permittee a notice of default and after the expiration of the cure period prescribed in Paragraph 25, WMATA may terminate this Permit for an event of default or obtain insurance coverage equal to that required herein, the full cost of which shall be paid by Permittee to WMATA on demand.

- g. Evidence of Insurance Coverage. Evidence of the requisite insurance policies in the form of the complete insurance policy including any endorsements and certificates of insurance stating work to be performed and ~~Witness Adjacent (ADA) Construction Number 250~~ shall be submitted to WMATA at least ten (10) business days prior to commencement of operations and from time to time at WMATA's request. Permittee shall not be allowed to enter the Permitted Premises until the evidence of insurance has been received and approved in writing by WMATA. All evidence of insurance shall be sent to:

Office of Property Development and Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

With a Copy to:

Office of Insurance
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Room 8D01
Washington, DC 20001

- h. Permittee shall require each Contractor, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to WMATA.
- i. Any contract of insurance or indemnification naming WMATA, the United States of America, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that WMATA or the United States of America, et al, are not liable in tort by virtue of the fact of being governmental instrumentalities or public or quasi-public bodies.
- j. Limits and Modification of Coverage. The limits of liability included herein are minimum limits. WMATA reserves the right to review or

change these limits if the terms of the Agreement or standards in the industry change. If requested by WMATA, Permittee shall make or require its Contractors to make any necessary adjustments in such limits or in the type of coverage to reflect then currently acceptable, commercially reasonable policy limits and types of coverage for similar uses and operations. Permittee's failure to cooperate with WMATA regarding this subparagraph shall constitute a Default in accordance with Paragraph 25 of this Permit. During the term of this Permit and any extensions, except for such longer terms as may be required herein, Permittee shall provide or cause to be provided at least the types and amounts of insurance indicated below:

- ☐ Worker's Compensation. An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to personnel of any Permitted Party with the U. S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, Permittee will provide coverage for these exposures on an "if any basis" with limits not less than:

Worker's Compensation:	Statutory
Employers' Liability:	
Each Accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

- ☐ Commercial General Liability Insurance. A Commercial General Liability Insurance policy issued to and covering the liability for all work and operations under or in connection with this Permit and all obligations assumed by Permittee under this Permit. Coverage shall include Products Liability, Completed Operations and Contractual Liability Insurance in addition to coverage for explosion, collapse, and underground hazards, wherever required. The coverage under such an insurance policy or policies shall be maintained for three (3) years and shall have at least the following limits:

Bodily Injury and Property Damage Liability
\$1,000,000 Each Occurrence; \$2,000,000 Aggregate

Premises Medical Payments \$5,000

Fire Legal Liability (if applicable) \$1,000,000

Personal Injury/Advertising \$1,000,000 or Combined
Single Limit not less than

\$2,000,000

WMATA shall be included as an additional insured under the coverage for Commercial General Liability Insurance on a manuscript endorsement which shall read: ~~Excluded. The additional insured is not included in the coverage for liability for bodily injury or property damage caused, in whole or in part, by negligence or omissions of the contractor or its subcontractors. The contractor shall be responsible for the completion of the operations and the contractor shall be responsible for the completion of the operations.~~

If construction or demolition work is being performed within 50 feet of the center line of WMATA's railroad tracks, then an endorsement that removes the railroad exclusion from the definition of an "Insured Contract" shall be included.

- ☐ Automobile Liability Insurance. A commercial auto insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing valid license plates appropriate for the circumstances for which the vehicles are being used. These vehicles should bear license plates applicable to the state laws for which the vehicle(s) are registered. Liability for contractor's mobile equipment is not subject to this coverage and therefore the aforementioned general liability insurance is required. Contract employees are not permitted to operate any vehicle owned by WMATA whether in commission of the contract or outside the same.

The coverage under such an insurance policy or policies shall include mandatory Uninsured Motorist Coverage where applicable. Form MCS-90 as required by the Motor Carrier Act of 1980 shall also be included where applicable.

The coverage under such an insurance policy or policies shall have limits not less than: BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$2,000,000 Combined Single Limit and Uninsured Motorist Coverage Minimum Limit \$50,000

WMATA must be included as an additional insured under the auto liability insurance coverage with respect to activities related to this Permit.

- ☐ **Railroad Protective Liability Insurance.** (May be included if work is planned within 20 feet in any direction of the center line of WMATA's operating railroad tracks). An insurance policy issued to WMATA as the named insured and covering the liability of all Permitted Parties for the work to be performed on, above, adjacent to or underneath WMATA's operating railroad property for any personal injuries or deaths or any damage to the property, equipment and facilities caused by the activities of any Permitted Party resulting from performance of this project work. The coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$5,000,000 per occurrence/\$10,000,000 aggregate

- ☐ **Contractor's Pollution Legal Liability Insurance.** (Environmental Impairment Liability). Permittee shall require its Contractor to provide an insurance policy covering the liability of the Permitted Parties during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and or asbestos abatement. The policy should also include coverage for bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental.

Limits shall not be less than \$3,000,000 Per Occurrence

The policy form shall include an extended reporting period of at least three (3) years. WMATA shall be included as an additional insured.

- ☐ **Professional Errors and Omissions Liability Insurance.** A separate insurance policy to pay on behalf of the Permittee all costs the Permittee shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of any Permitted Party out of their acts or omissions in performance of their work under this Permit.

Such insurance shall be maintained for five (5) years after the final acceptance of the work by either continuation of the policy every year or if coverage is moved to another carrier, the same prior acts retro date should be continued. If coverage is not renewed, an extended reporting period of five (5) years should be purchased and such

coverage should be evidenced on the certificate of insurance. In addition, Contractor should purchase unintentional errors and omissions and cross liability coverage by endorsement if not already provided.

For contracts with a value Over \$500,000 the coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$3,000,000 per occurrence / \$3,000,000 aggregate

For contracts with a value Under \$500,000 the coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$1,000,000 per occurrence / \$1,000,000 aggregate

- ☐ **Builder's Risk Insurance.** ~~Permittee shall procure a building policy with the following terms:~~ An insurance policy covering all risk of physical damage to property under construction shall be procured. Coverage for damage to building materials to be installed may be written separately or by endorsement to this policy; damage to Permittee's owned, leased or rented equipment may be written separately or by endorsement to this policy. Insurance shall be on an all-risk policy form including the perils of fire, extended coverage, theft, vandalism, certified acts of terrorism, malicious mischief, collapse and earthquake. Coverage limits shall be equal to the initial contract construction amount and any amendments to the contract which affect the project cost on a replacement cost basis.

Non-Liability of WMATA. WMATA shall have no liability for any injury or property damage whatsoever unless the injury or damage arises solely from WMATA's negligence. Neither the grant of this right of entry, nor any provision thereof, shall impose upon WMATA any new or additional duty or liability or enlarge any existing duty or liability of WMATA. Nothing in this Permit shall be deemed to waive WMATA's immunity as a sovereign entity.

Exhibit 8.1
Key Personnel

<u>Position</u>	<u>Name</u>
Project Executive Director	[REDACTED]
Project Director	[REDACTED]
Project Manager	[REDACTED]
Deputy Project Director for Service	[REDACTED]
Construction Manager	[REDACTED]
Engineering Manager	[REDACTED]
System Safety Manager	[REDACTED]
Systems Integration Manager	[REDACTED]
Tunnel Engineer	[REDACTED]
Tunnel Superintendent	[REDACTED]
Quality Assurance Manager	[REDACTED]
Environmental, Health & Safety Manager	[REDACTED]
Permitting/Environmental Manager	[REDACTED]
Outreach Communications Manager	[REDACTED]
Project Controls Manager	[REDACTED]
Right-of-Way Manager	[REDACTED]
Utilities Manager	[REDACTED]

**Exhibit 14.1.1
Contract Price Schedule**

	Amount
Design-Build Contract	
Firm Fixed Price	\$1,117,985,122
FFP Insurance and Bonds	\$67,998,858
FFP Subtotal	\$1,185,983,980
Subcontract Allowances	
1 Trackwork	
*2 Wiehle Parking Garage	
3 Station Finishes and MEP	
4 WFCY Sound and Box Platforms	
5 Pedestrian Bridges	
6 Site Development	
7 Installation of Public Art	
8 Communications and Security	
9 Fire Supression	
10 Elevators and Escalators	
11 Spare Parts	
12 WFCY S&I Building	
13 Traction Power Supply	
14 ATC Supply	
15 Corrosive & Stray Currents	
16 Contact Rail	
17 Replacement Parking @ Wiehle Ave	
Subcontract DB Allowances Subtotal	\$419,962,816
Contract Price	\$1,605,946,796
*Owner Allowance for Item 2 - Work by Others	\$29,091,684
Total Contract Price + Owner Allowance	\$1,635,038,480

Exhibit 14.1.3
Price Adjustment for Changes in Certain Equipment and Materials

1.0 General

- 1.1 Owner and Contractor agree that the Contract Price shall be subject to adjustment, upwards or downwards, to account for pricing changes for certain designated Equipment and Materials listed in Section 3.0 below ("Price Adjustment Items" or "PAI"). Owner and Contractor further agree that certain Allowance Items shall be evaluated at the time of solicitation to determine what, if any, provisions shall be made for price adjustment for certain Equipment and Materials. Should it be determined that an Allowance Item(s) shall include a price adjustment provision, then this Exhibit 14.1.3 shall be amended to accurately include such provision. No other items will be subject to adjustment, except as otherwise specifically stated in the Contract.
- 1.2 The price adjustment amount shall be based upon the percentage difference between the base period index and the current period index of established material price indices for each of the Price Adjustment Items. The percentage difference shall be applied to the appropriate unit price shown in Section 3.1 hereof for each Price Adjustment Item, multiplied by the quantity committed of the subject Price Adjustment Item during the corresponding adjustment period. No fees or markups of any kind will be applied to payments or credits due for price adjustments. A detailed description of the price adjustment calculation method is described in Section 6.2 below.
- 1.3 Price adjustments will be calculated on a quarterly fiscal basis (i.e. March, June, September, and December) and the percentage change (increase or decrease) between the base period index and the current period index for any given quarter shall be the average of the percent change for each of the three (3) months represented in each quarter.
- 1.4 Adjustments may be positive, negative, or non-existent depending on the circumstances. Price adjustment shall be submitted separately from the Contractors' monthly progress invoices for the Work and entitlement to payment in respect thereof shall not be limited by the Maximum Payment Curve.
- 1.5 Price adjustments will be calculated using actual quantities during each adjustment period. Owner and Contractor acknowledge that actual quantities may vary from the estimated quantities associated with each Price Adjustment Item.

2.0 Price Adjustment Items

- 2.1 Contractor and Owner have agreed upon the Price Adjustment Items, the pricing for each Price Adjustment Item, and the basis used for each Price Adjustment Item specified herein and as set forth in Section 14.1.3 of the Contract.
- 2.2 The basis for price adjustment for each Price Adjustment Item is calculated as set forth in Section 3.0 below.
- 2.3 If, in accordance with the Contract Documents, any change occurs in the Work that causes a change in the basis of the Price Adjustment Item price, then Contractor and Owner shall mutually agree upon revised Price Adjustment Item pricing, if necessary, to reflect the change in the Work. The revised Price Adjustment Item prices will be used for calculating any remaining price adjustment amounts and supersede the previous pricing. Previous price adjustment amounts will remain unchanged and shall not be retroactively adjusted due to changes to the Price Adjustment Item.

3.0 Price Adjustment Items Description

- 3.1 For the purposes of this Contract, the category of items that are eligible for price adjustment are described below. Estimated quantities and Unit Prices shown below exclude the scope of work defined by the Allowance Items.
- a. Concrete (ready mix): This category includes the cost of all ready mix concrete regardless of the concrete grade and admixture, sand and aggregate composition (i.e., all grades of concrete from flow fill – 6000 psi). This category generally includes all ready-mix concrete and grout delivered in support of the work for caissons, foundations, structural slabs, curb and gutter, concrete roadwork, mud mats, sidewalks, and other areas where concrete is specified by the drawings. Additional scope for this PAI are part of the Allowance Items defined in Section 14.1.6 and will be evaluated at the time of solicitation.

PAI	Est. Qtys	UOM	Unit Price	Base Period Index
Ready Mix Concrete	305,685	CY		

Contractor shall report actual quantities utilized by submitting to Owner the concrete pour tickets during the reporting period. The total quantities reported shall be used in the price adjustment calculations defined in Section 6.0 below.

- b. Reinforcing Steel: This category generally includes the cost of all sizes and grades of reinforcing steel (rebar) and welded wire mesh. Additional scope for this PAI are part of the Allowance Items defined in Section 14.1.6 and will be evaluated at the time of solicitation.

PAI	Est. Qtys	UOM	Unit Price	Base Period Index
Reinforcing Steel	47,158,084	LBS		

Welded Wire Mesh	128,113	SF		
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Contractor shall report actual quantities by submitting to Owner the delivery tickets for material received during the reporting period. The unit price includes all miscellaneous accessories associated with reinforcing steel, such as chairs, ties, connectors, etc. The total quantities reported shall be used in the price adjustment calculations defined in Section 6.0 below.

- c. Precast Concrete: This category generally includes but is not limited to the cost of all of precast concrete elements, including garages, columns, bridges, sound walls, box girders, retaining walls, segmental concrete, and traffic barriers. It does not include precast reinforced concrete pipe (as defined in Item d below). Additional scope for this PAI are part of the Allowance Items defined in Section 14.1.6 and will be evaluated at the time of solicitation.

PAI	Est. Qtys	UOM	Unit Price	Base Period Index
PC Sound Walls	460,188	SF		
Box Girders	35,953	SF		
PC Decks	45,572	SF		
Segmental Concrete	14,577	CY		

Contractor shall report actual quantities by submitting to Owner the delivery tickets for material received during the reporting period. The total quantities reported shall be used in the price adjustment calculations defined in Section 6.0 below.

- d. Precast Reinforced Concrete Pipe: This category generally includes the cost of all precast concrete pipe, including pre-cast concrete structures such as manholes, end sections, outlet structures.

PAI	Est. Qtys	UOM	Unit Price	Base Period Index
RCP	42,701	VF/LF		

Contractor shall report actual quantities of RCP in linear feet or vertical linear feet by submitting to Owner the delivery tickets for material received during the reporting period. The unit price includes pre-cast concrete structures, such as manholes, end sections, outlet structures, trash racks, etc. The total quantities reported shall be used in the price adjustment calculations defined in Section 6.0 below.

- e. Steel Products: This category generally includes the cost of all steel, including all carbon, stainless, or specialty steel. This category includes structural steel, pipe pre-supports, steel formwork, steel scaffolding, casings, sheeting, and miscellaneous steel products such as handrails, steel pipe, and accessories. Additional scope for this PAI are part of the Allowance Items defined in Section 14.1.6 and will be evaluated at the time of solicitation.

PAI	Est. Qtys	UOM	Unit Price	Base Period Index
Steel Structural	16,477	TONS		

Metal Decking	100,215	SF	
Steel Tunnel Pre-supports	6,480	LF	
Steel Form	156,840	SF	
Steel Scaffolding	100,000	CF	
Casings	6,765	LF	
Steel Pipe	15,000	LF	
Steel Handrail	15,856	LF	
Sheeting/Shoring	117,216	SF	

Contractor shall report quantities by submitting to Owner the delivery tickets for material received during the reporting period. The unit price includes all bolts, clips, other miscellaneous accessories associated with the item. The total quantities reported shall be used in the price adjustment calculations defined in Section 6.0 below.

- f. Asphalt and Paving: This category generally includes the cost of all temporary and permanent asphalt paving including base and finish courses. This scope of work is part of the Allowance Items defined in Section 14.1.6 and will be evaluated at the time of solicitation.

PAI	Est. Qtys	UOM	Unit Price	Base Period Index
Asphalt Paving	34,098	TONS		

Contractor shall report quantities using redlined design drawings showing the area limits of actual work multiplied by the pavement thickness to calculate the tons of asphalt quantity installed during the reporting period. The unit price includes all binder courses, sealants, and other miscellaneous accessories for asphalt paving. The total quantities reported shall be used in the price adjustment calculations defined in Section 6.0 below.

- g. Diesel Fuel: This category includes the cost of all diesel fuel. Additional scope for this PAI are part of the Allowance Items defined in Section 14.1.6 and will be evaluated at the time of solicitation.

PAI	Est. Qtys	UOM	Unit Price	Base Period Index
Diesel Fuel	2,608,004	GAL		

Contractor shall report quantities of diesel fuel purchases to Owner during the reporting period. The total quantities reported shall be used in the price adjustment calculations defined in Section 6.0 below.

- h. Gasoline Fuel: This category includes the cost of all of gasoline fuel. Additional scope for this PAI are part of the Allowance Items defined in Section 14.1.6 and will be evaluated at the time of solicitation.

PAI	Est. Qtys	UOM	Unit Price	Base Period Index
Gasoline	2,030,755	GAL		

Contractor shall report quantities of diesel fuel purchases to Owner during the reporting period. The total quantities reported shall be used in the price adjustment calculations defined in Section 6.0 below.

4.0 Material Price Indices

- 4.1 The Material Price Indices (MPI) to be used for each of the Price Adjustment Items from Section 3.1 above are listed in Table 4.1 below and are the relevant Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS).

Table 4.1 Material Price Indices	
Price Adjustment Item Description	Material Price Index (MPI) Indices are found at http://data.bls.gov/PDQ/outside.jsp?survey=wp
Concrete (ready mix)	PPI Code WPU133301
Rebar	PPI Code WPU101704
Precast Concrete	PPI Code WPU1334
Precast Concrete Pipe	PPI Code WPU1332
Steel	PPI Code WPU107405
Asphalt and Paving	PPI Code WPU05810112
Fuel - Diesel	PPI Code WPU 057303
Fuel - Gasoline	PPI Code WPU 0571

- 4.2 For the purposes of calculating price adjustment, the calculation shall be based on the final “not seasonal adjusted” published index. The BLS also publishes a seasonally adjusted index and it shall not be used for calculating price adjustment. Each PPI is initially published as “preliminary” and is subject to change as additional price information is received by the BLS. The final index is typically published four (4) months after its initial release and is the index to be used for calculating price adjustment.
- 4.3 Should an MPI be discontinued, then Contractor and Owner shall mutually agree to a successor MPI. When possible, a similar PPI in the same family or grouping shall be selected as the successor MPI to one that is discontinued. For the purpose of price adjustment, the comparable base period index and current period index of the successor MPI shall be used to calculate any remaining price adjustment amounts associated with the discontinued MPI.

5.0 Base Period and Current Period Indices

- 5.1 The Base Period Index (BPI) for the Price Adjustment Items will be the average of the final, not seasonally adjusted, indices from November 2006, December 2006, and January 2007, published by the U.S. Department of Labor, BLS, for the PPI Codes shown in section 4.1, being the month the Contractor's Design-Build Price Proposal was submitted to Owner (January 2007) and the immediate two preceding months.

Example: If the final MPI for November 2006, December 2006, and January 2007 were 200, 205 and 210 respectively, then the BPI for Concrete (ready mix) would be 205.

- 5.2 The Current Period Index (CPI) is the average of the final MPI indices for the three months associated with the quarter eligible for price adjustment.

Example: If the final MPI for April, May and June 2008 were 220, 230 and 225 respectively, then the CPI for the 2nd quarter of 2008 would be 225.

- 5.3 The percent change from the BPI for any given quarter is the difference between the relevant CPI and the BPI expressed as a percentage of the BPI.

Example: If the BPI for Concrete (ready mix) is 205 and the CPI for the 2nd quarter of 2008 is 225 then the percentage change is $(225-205) \times 100/205 = 9.76\%$

- 5.4 Contractor will report quantities associated with the current period for each Price Adjustment Item in accordance with Section 3.0 above.

6.0 Price Adjustment Calculations

- 6.1 The method for calculating price adjustment for each of the Price Adjustment Items is determined by computing the percent difference (upwards or downwards) between the Base Period Index (BPI) and the Current Price Index (CPI) and multiplying it by the Unit Price and multiplying the sum by the adjustment quantity (and reported by Contractor) in the quarterly period.

- 6.2 The Price Adjustment for each specific Price Adjustment Item shall be calculated as follows:

$$PA_{PAI} = Q_{PAI} * UP * \frac{(CPI - BPI)}{BPI}$$

Where:

PA_{PAI} = The monetary Price Adjustment amount for a specific Price Adjustment Item for a specific fiscal quarter subject to adjustment. Positive amounts represent payments due to Contractor; negative amounts are credits due to Owner.

Q_{PAI} = The quantity reported by the Contractor that represents the amount of a specific Price Adjustment Item for the fiscal quarter subject to adjustment as set forth in the Price Adjustment Items.

$$\text{Where } Q_{PAI} = (QR_{M1} + QR_{M2} + QR_{M3})$$

and where QR_{M1} , QR_{M2} , and QR_{M3} represent the respective monthly quantities for the specific fiscal quarter subject to adjustment.

UP = Unit Price for a specific Price Adjustment Item eligible for adjustment, and where the Unit Price is the value established in Section 3.0 above and consistent with those set forth in the Fixed Price Proposal.

CPI = Current Price Index is the average of the final indices for the three months associated with the fiscal quarter subject to price adjustment for a specific Price Adjustment Item.

$$\text{Where } CPI = (MPI_1 + MPI_2 + MPI_3) / 3$$

MPI = Material Price Index for the specific Price Adjustment Item eligible for adjustment, and where MPI_1 , MPI_2 , and MPI_3 , represent the respective MPI for each of the three months associated with the fiscal quarter subject to price adjustment (e.g. 1st quarter includes three months of: January, February and March)

BPI = Base Period Index for a specific Price Adjustment Item eligible for adjustment. The BPI is the average of the indices for the month (January 2007) the Fixed Price Proposal was submitted (MPI_0) to Owner and the immediate two preceding months (November and December 2006).

$$\text{Where } BPI = (MPI_{\text{November 2006}} + MPI_{\text{December 2006}} + MPI_{\text{January 2007}}) / 3$$

- 6.3 The calculation above is only for a single Price Adjustment Item. A separate calculation for each of the Price Adjustment Items set forth in Section 3.1 must be performed on a quarterly basis, and the sum of the individual price adjustment amounts represent the total increase or decrease to the total Contract Price associated with these price adjustment provisions.

- 6.4 All percentages shall be rounded to two decimal places for the purpose of price adjustment calculations. The total price adjustment amount for all Price Adjustment Items each quarter shall be calculated to the nearest dollar.
- 7.0 Price Adjustment Invoicing
- 7.1 On a quarterly basis a separate invoice will be submitted with the amount of payment, or credit due, based on the price adjustment provisions of Article 14 of the Contract. Payments or credits due will be incorporated as a separate line item adjustment to the approved monthly invoice value and paid in accordance with the timing established in such Article 14. The quantities of Price Adjustment Items procured during that quarter shall be submitted with supporting invoices, receipts or other supportable and auditable Contractor purchase records of the procurement of those quantities during the quarter. Such records may be redacted to keep commercial information other than quantities confidential.
- 7.2 Retainage shall not be applied to any Price Adjustments.
- 7.3 Any payments or deductions from the approved monthly invoice value due to Price Adjustments are excluded from the Maximum Payment Curve as defined in Exhibit 14.1.5 and any revisions thereto.
- 7.4 No fees or markups of any kind will be applied to payments or credits due for Price Adjustments.
- 7.5 Applicable taxes resulting from any Price Adjustments shall be added or deducted to the calculated price adjustment amount as appropriate.
- 7.6 In addition to all other rights by Owner to access to Contractor's Books and Records provided in the Contract, Owner shall be entitled to audit the Contractor's Books and Records at least twice per year to verify the quantities of Price Adjustment Items for which the Contractor has submitted price adjustment invoices.

Exhibit 14.1.6(a)
List of Allowance Items and Related Computations

A. Allowance Items and Contract Allowance Price: Set forth below is a list of the Allowance Items and the Contract Allowance Price for each. The Contract Allowance Price includes the estimated Subcontract price. The Contract Allowance Price set forth below is exclusive of any applicable Contractor's fee, worker compensation/general liability insurance, builder's risk insurance, BPOL taxes or sales tax on Equipment and Materials.

Exhibit 14.1.6(a)

A. Allowance Items and Contract Allowance Price

	Contract Allowance Price
1 Trackwork	
*2 Wiehle Parking Garage	
3 Station Finishes and MEP	
4 WFCY Sound and Box Platforms	
5 Pedestrian Bridges	
6 Site Development	
7 Installation of Public Art	
8 Communications and Security	
9 Fire Supression	
10 Elevators and Escalators	
11 Spare Parts	
12 WFCY S&I Building	
13 Traction Power Supply	
14 ATC Supply	
15 Corrosive & Stray Currents	
16 Contact Rail	
17 Replacement Parking @ Wiehle Ave	
Design-Build Allowance Items	
 *Owner Allowance for Item 2 - Work by Others	
Total Allowance Items	

B. Method of Calculating Actual Price for Allowance Items: The Actual Allowance Price for each Allowance Item will be the sum of:

1. the evaluated Subcontract price (including any additions or subtractions to such bid price based on pricing of the selection criteria set forth in Section C2 of Exhibit 14.1.6(b)); and
2. amounts for insurance, Contractor's BPOL tax, and Contractor's fee, all calculated according to the following formula:

Where:

AP(A) = Actual Price of Allowance Item

SCP = Subcontract Price (per B1 above)

WC = Workers Compensation Insurance/General Liability

WCC = Workers Compensation Contingency/General Liability

BR = Builder's Risk Insurance

BPOL_{EST} = Estimated BPOL (for calculating BR and FEE)

FEE = Contractor's Fee

BPOL = Business taxes (based on revenue)

Bare Labor Payroll = wages equal to the gross pay of an employee prior to deductions. Generally, the product of the wage rate and number of hours worked.

WC = (Subcontractor's {+ any Sub-Subcontractors} Bare Labor Payroll wages {project based manual and non-manual}) x [REDACTED]

WCC = WC x 0.10 (i.e., 10%)

BPOL_{EST} = (0.00119 x SCP) + (0.00111 x {WC + WCC})

BR = (SCP + WC + WCC + BPOL_{EST} + FEE) x [REDACTED]

BPOL = (SCP + WC + WCC + BR + FEE) x 0.0011 (i.e., 0.11%)

FEE = (SCP + BPOL_{EST}) x 0.075 (i.e., 7.5%)

AP(A) = (SCP + WC + WCC + BR + BPOL + FEE),

provided, however, that, if the sum of the SCP + BPOL amounts for all Allowance Items exceeds [REDACTED] then there shall be no Contractor's Fee on the excess amount.

C. WC/GL Contingency (WCC); Recordkeeping – Credit Computation

1. The WC and WCC for all Allowance Items shall be aggregated and referred to as the "Maximum WC/GL Amount". The Owner shall be entitled to a credit in the event the total actual WC/GL insurance premium costs for all Allowance Items are

less than the Maximum WC/GL Amount, with such credit calculated as set forth in Paragraph 4 below. Under no circumstances shall Owner have any obligations for WC/GL costs for Allowance Items in excess of the sum of Maximum WC/GL Amount and Change Order WC/GL Allowance Insurance Costs, and any amounts over such sum shall be Contractor's sole responsibility.

2. The amounts associated with WC/GL premiums costs are based upon the value of on-site labor (Bare Labor Payroll wages) performed by each Allowance Subcontractor. The value of such on-site labor for each Allowance Subcontractor shall be established by Contractor at the time each Allowance Item is converted to a fixed priced or fixed unit price Subcontract. The sum of the preceding values of the on-site labor for all Allowance Items shall be computed and referred to as "Base Aggregate Labor." For change order work on Allowance Items, each change order and resulting contract modification shall include an agreed value of net added on-site labor, the sum of which shall be computed and referred to as "Aggregate Added Change Order Labor."

3. Contractor shall report all on-site labor. The actual on-site labor for Allowance Items shall be segregated and reported in a separate report at Final Completion ("Actual Aggregate Labor for Allowance Items").

4. Computation of Credit. At Final Completion, Contractor shall make the following computations:

a. Contractor shall compute the WC/GL premium insurance costs by using the Actual Aggregate Labor for Allowance Items and the established WC/GL premium insurance cost on the labor value ("Total WC/GL Allowance Insurance Costs").

b. Contractor shall compute the WC/GL premium insurance costs for change orders by using the Aggregate Added Change Order Labor and the established WC/GL cost on the labor value ("Change Order WC/GL Allowance Insurance Costs").

c. Contractor shall compute the sum of the Total WC/GL Allowance Insurance Costs and Change Order WC/GL Allowance Insurance Costs, which amount is defined as the "Actual WC/GL Insurance Premium Costs for Allowance Items."

d. The Contractor shall determine a final price adjustment amount for the WC/GL Insurance Premium Costs and promptly make any adjustments to payment as set forth below:

(i) If the Actual WC/GL Insurance Premium Costs for Allowance Items is greater than the Maximum WC/GL Amount, there is no credit due to Owner.

(ii) If the Actual Insurance WC/GL Insurance Premium Costs for Allowance Items is less than the Maximum WC/GL Amount, Contractor shall

credit Owner with the difference, and shall promptly credit this amount to the Owner in the next scheduled invoice for payment.

5. Except as set forth in Paragraph 1 above, under no circumstances shall the Contractor be entitled to any compensation in excess of the Maximum WC/GL Amount, and the Contractor hereby waives all claims to such compensation in excess of the Maximum. It is expressly understood and agreed that the Contractor shall be required to perform all Allowance Item Work even though performance of such Work would have resulted in additional compensation to Contractor but for the limitation contained in this Exhibit 14.1.6(a).

D. Scope Description: The Scope Descriptions for Allowance Items are set forth in Exhibit 14.1.6(c).

Exhibit 14.1.6(b)
Allowance Item Procurement Procedures

It is the intention of the parties to conduct the following procedure in an open and collaborative fashion to ensure that Owner is fully informed on and involved in all matters relative to the procurement of Allowance Items. This will involve, among other things, Contractor providing advance working drafts of bid documents and allowing participation by Owner in the bid evaluation process, with Owner having representative(s) on the technical and commercial teams relative to the procurements and Subcontractor selection. In participating in such process, Owner recognizes the importance of the timetable for this procedure to the timely execution of the Project.

The parties recognize that the following may require modification to reflect the scope and nature of particular work packages, and will work together cooperatively to accomplish their mutual goals.

A. Selection of Bidders

1. Contractor will provide to Owner the finally developed pre-qualification criteria at least ten (10) working days prior to the submission in Paragraph 2 below.
2. Contractor will, to the extent practicable, submit a list of at least three (3) potential bidders for each Allowance Item for Owner's approval.
 - a. Each potential bidder shall have satisfied the pre-qualification criteria for potential bidders. Contractor shall develop pre-qualification criteria and provide such criteria for Owner's review and approval at least thirty (30) days prior to the expected submission of the list referenced above.
 - b. Contractor agrees to consult and work with Owner to develop approaches which foster enhanced competition, consistent with the best interests of the Project.
3. The Owner shall have ten (10) working days from receipt to review such list. If Contractor does not receive comments from Owner within the time allotted, then Owner shall be deemed to have approved such list. Owner shall have the right to withhold its approval of any potential bidder only on the basis of that bidder's failure to satisfy the pre-qualification criteria stated above.

B. Requests for Proposals

1. Contractor shall prepare the Request for Proposal ("RFP") package for each Allowance Item, including a subcontract in a form substantially

similar to that provided to Owner prior to the Effective Date. If necessary to obtain three (3) potential bidders, as described in Paragraph A2 above, the Contractor shall propose dividing any of the Allowance Items into multiple RFP packages.

2. Contractor shall submit the RFP and evaluation award criteria which it intends to use for each Allowance Item to Owner for review and approval prior to issuance of the RFP to the agreed pre-qualified bidders.
3. Owner shall have ten (10) working days from receipt to review each such RFP and evaluation award criteria. If Contractor does not receive comments from Owner within the time allotted, then Owner shall be deemed to have approved such RFP and evaluation award criteria. The only basis upon which Owner shall have the right to withhold approval would be for non-compliance with the agreed procurement procedures.

C. Evaluation of Proposals and Award

1. Upon receipt of proposals for an Allowance Item, Contractor shall open the bids in the presence of Owner. Contractor shall then review and evaluate each proposal for an Allowance Item and, based upon the established selection criteria, shall determine the bidder to whom Contractor believes the subcontract for each such Allowance Item should be awarded.
2. The criteria for evaluating and awarding a subcontract shall be established at the time of the RFP, but shall be consistent with the scope and schedule requirements defined in the Contract. Key selection criteria will include as appropriate:
 - a. Schedule
 - b. Evaluated Price
 - c. Scope
 - d. Commercial Compliance
 - e. Technical Expertise
 - f. Safety
 - g. DBE participation
 - h. QA/QC
 - i. Key Personnel
 - j. Prior Relevant Experience
 - k. Performance History
 - l. Claims History
 - m. Execution Plan

The assessment of the evaluated price shall involve adding or subtracting amounts to reflect enhancements in a specific bid/proposal and to enable

Contractor and Owner to conduct the evaluation of criteria in addition to price. As appropriate to the scope of a particular Allowance Item, additional factors to be considered in determining the evaluated price may include: quantities, unit prices, sub-subcontractors, equipment, job hours, payment schedule, environmental compliance, forms of security, and effects on other works. The value assigned to these additional factors shall be subject to Owner's acceptance. If the enhancement presented in the bid/proposal benefits the scope or schedule of the Contractor fixed-price work, then the assigned value will be deducted from the evaluated Subcontract price.

3. Contractor shall submit the bids it has received along with the evaluated price and its recommendation for award of each Allowance Item to Owner for Owner's review. The Contractor shall present and discuss the evaluated price detail and recommendation with the Owner. If Contractor has not received Owner's approval of the applicable recommendation within ten (10) working days of the date of discussion with the Owner, Owner shall be deemed to have approved Contractor's recommendation. The only basis upon which Owner shall have the right to withhold its approval shall be if Contractor has not conducted its evaluation in accordance with the procurement procedures set forth herein.
4. Prior to executing the Subcontract, Contractor shall obtain from the Subcontractor the Subcontractor Pricing Documents described in Section 12.2.

D. Procedure For Resolution Of Disagreements About Procurement Process

The parties shall resolve any disagreements regarding the procurement process or bidder selection for Allowance Items through the mechanisms described in Sections 28.1.1 and 28.1.2, modified such that the disagreement must be resolved within seven (7) days of it first being notified by one party to the other.

Exhibit 14.1.6(c)
Scope Descriptions of Allowance Items

C1
Trackwork

Scope of Work

Subcontractor shall furnish all plant, labor, materials, tools, supplies, equipment, transportation, supervision, permits, and services, and perform all operations necessary and required to satisfactorily complete the track installation work for the Project, which shall include, but not be limited to, the following:

A. General

Monuments will be furnished and installed by Contractor to be used by Subcontractor to establish the center line of both the outbound and inbound Main tracks and Yard tracks. All other layout and survey is the responsibility of the Subcontractor. Subcontractor is to perform survey work in accordance with the requirements of the Design-Build Contract, Division 01, Section 01050.

All traction power, signaling and communication conduit stub-ups shall be located prior to track construction by Contractor. Subcontractor shall protect track during construction and re-marked out after construction is complete.

The Contractor-furnished materials are limited to contact rail, cover board insulator assemblies, contact rail end approaches, expansion joints, contact rail anchors and related hardware. The Subcontractor will provide all other materials not specifically excluded and needed for ballasted and DF track construction, including, but not limited to, field welds, emergency guard rails, guard rails, cable troughs, and any miscellaneous track materials.

Subcontractor will construct new tracks to construction tolerance as specified and validate compliance as required.

Subcontractor will perform the following:

- Rail grinding to remove mill scale and rust
- Ultrasonic testing of the completed track
- Geometry car test runs to verify compliance with specifications

The Subcontractor shall provide a full time project Safety person and a full time Quality Control person responsible for the Subcontractor's work and labor force.

C1 Trackwork

Subcontractor will be required to develop specific Work Plans for individual work elements as needed to support the construction plan and scheduling. As part of its Work Plan, Subcontractor shall develop a detailed schedule of work items to be completed during each Track Outage. This detailed schedule shall include all activities by and interfaces with others necessary to complete the Scope of Work.

Subcontractor will be responsible for on-going maintenance of track during construction for those areas within the test track section (approximately defined by the Orange line tie-in and the Tysons East station).

Subcontractor will be responsible for performing rail-to-earth, rail-to-rail, and insulated-joint resistance testing and correct deficiencies prior to scheduled ATC system and dynamic testing (by others).

The plinth will be approximately 10' long by 4' wide by 6" high and accommodate 3-4 fasteners under each rail at 30" spacing. The specified concrete strength shall be 3500PSI. The Subcontractor shall determine the number of plinths needed based on the length of DF track.

All permanent insulated joints will be installed by the trackwork installer and will be field installed bonded insulated kits. It is estimated to be approximately 220 (not counting insulated joints in special trackwork). The actual number however, is to be verified by the Subcontractor.

The emergency guard rail (EGR) will be installed as Single or Dual EGR per the design drawings.

Bumping posts will be provided on the mainline tail tracks west of Wiehle Ave. and at the end of each yard track.

The scope of work includes coordination of the work with the Contractor and other Subcontractors working on other parts of this Project in the same area (such as tracks, stations, and supporting facilities) and with the government agencies having jurisdiction over the area of work or the roadway. The scope also includes coordination of the work with utility companies installing or relocating utilities to serve the Project.

The contractor must prepare an execution plan for its work and provide input to the overall Project execution plan and as necessary to develop Site Specific Work Plans (SSWP) as required by WMATA.

B. Station 1344+02.98 to STA 726+24.70 IB track (N1) and OB track (N2)

Detail design, engineering, survey, and installation of all main line, yard expansion and Yard line Extension. Supply of special trackwork is included which encompasses wood switch timber for ballasted track and Guideways and Tunnel Direct Fixation special Trackwork.

C1 Trackwork

Construct new track and cable trough from top of sub-ballast for ballasted track or top of invert for Direct Fixation track. This work will include supply and installation of concrete and rebar for plinths in DF track and cable trough in the ballasted track per design drawings and specifications. The Subcontractor will not be responsible for installation of the stirrups in the invert but will be required to maintain the stirrups to ensure they are not damaged during the construction of the Trackwork.

Management, engineering, survey and installation of all track materials, including ties, DF fasteners, rail, ballast, concrete, contact rail, tie extenders and all appurtenances.

Management, engineering, survey and installation of Ballast track and Direct Fixation track including contact rail system and all appurtenances on aerial structures and within tunnels.

Welding rail into continuous welded rail lengths (CWR) and related handling prior to installation. Pre curved rail or pre curved restraining rail when required is the responsibility of the Subcontractor.

Installation of all new tracks within Project limits.

Testing of materials, track inspection and maintenance activities during the Design Build (D/B) and testing phase of the Project to final acceptance.

C. Orange Line Tie-in Area 1: STA 475+50 to STA 498+38.89

In addition to the scope defined in B., above:

1. Develop a detailed installation plan, including sketches for all special trackwork installation, specifically a new No. 10 Double Crossover and two No. 15 turnouts (LH&RH) including switch machines.
2. Construct new vertical alignment in existing tracks 1 & 2 as shown in drawings K56-PP-001 through K56-PP-006.
3. Supply all geotech membrane and materials not specifically excluded.
4. Installation of all new track within the Project limits per design.
5. Removal of existing tracks and ballast for installation of special trackwork including removal of existing rail and installation of new rail for approximately 120 feet of existing tracks 1 and 2 between the crossover and new turnouts and handling all material to storage.

D. Yard Extension Area 2: STA 776+18.47(N3) to STA 765+13.92 (N3) and continuing to STA 8+78.99(YL3) to STA 0+00 (YL3)

C1 Trackwork

Same as B., above.

E. Yard Storage Track Area and Shop Annex

In addition to the scope defined in B., above, convert two former storage tracks to new yard lead tracks serving a Shop Annex, and five new storage tracks, per DTP Request for Change RFC-006 Rev. 2, 25235-000-T07-GAMM-00058, revisions to West Falls Church Yard and Shop as depicted on Attachment 1 25235-000-GPC-GARC-00006.

In addition to the scope defined in B., above:

1. New switches will be provided on ballasted track.
2. The track will be embedded beginning at the apron on the west side of the Shop Annex and will terminate at a train stop at the east end of the Annex.
3. The scope includes installing the contact rail within the limits described above.

F. Open Item WFC-1 for Expanded Maintenance Facility

This item is deleted by Contract Change Order Five (005), which incorporates the scope of work from DTP Request for Change RFC-006 Rev. 2, transmitted by 25235-000-T07-GAMM-00058.

Work Not Included

1. Traction power, signaling and communication installation is excluded. Also excluded from the scope of this package is supplying cables, contact rail heaters, clips, bolts and other hardware needed to make cable attachments to the contact rail.
2. Flange lubricators are not included in the Subcontractor's scope.
3. Demolition of existing retaining wall, relocation of cable trough and replacing intrusion detection fencing.
4. Associated design services, except as noted above.
5. Stations, bridges, tunnels and facilities.
6. Furnishing of Contact Rail provided in Allowance Item C16

Reference Specifications

Unless noted otherwise, the following specifications reflect the versions identified in the

C1
Trackwork

Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006).

Applicable specifications are also included as part of this document:

<u>Spec No</u>	<u>Specification Title</u>
02727	Ballast
03200	Concrete Reinforcement
03300	Cast in Place Structural Concrete
03480	Concrete Cross Ties and Fastenings
05091	Rail Welding
05651	General Track Construction
05652	Ballasted Track Construction
05653	Direct Fixation Track Construction
05654	Special Trackwork Construction -Ballasted
05655	Special Trackwork Construction -Direct Fixation
05656 *	Running Rail
05657	Direct Fixation Rail Fasteners
05658	Track Appurtenances and Other Track Material
05659	Special Trackwork
05660	Restraining Rail and Lubricators
05661	Contact Rail and Appurtenance for Traction Power
05662	Embedded Track Construction
05663	Field Rail Welding
06130	Timber Ties
13115	Corrosion Control System Testing
16060	Grounding and Bonding
16127	Contact Rail System Installation
16979	ATC – Surface Trench

* See revised version included in 65% Design Submittal, dated 10/6/06

**C2
Wiehle Parking Garage**

This item is deleted from the Design-Build Contract per Contract Change Order Eight (008).
Owner to coordinate the engineering and construction of the Wiehle Parking Garage.

The interface boundary of the Design-Build Contract scope is defined in DTP RFC-010, letter
25235-000-T07-GAMM-00040.

C3
Station Finishes & Mechanical, Electrical, and Plumbing

Scope of Work

Furnish all plant, labor, materials, tools, supplies, equipment, hoisting services, transportation, supervision, and services, and perform all operations necessary and required to satisfactorily complete the work, which shall include, but not be limited to, the activities described below. The basic layout, dimensions, and finishes of the stations, remote buildings, and tunnel/vent structures shall be as shown on the 100% PE drawings and as modified by the following Open Items and Contract Change Order One (001), Contract Change Order Five (005), Contract Change Order Six (006), Contract Change Order Seven (007), and Contract Change Order Nine (009):

1. Open Item A-02, deleting TPSS #9.
2. Open Item A-19, adding a second elevator at the noted entry pavilions.
3. Open Item A-26g, revising the WMATA lighting criteria.
4. Open Item A-28a, addressing bathroom facilities at stations.
5. Open Item A-29, providing an elevated mezzanine at the Tysons Central 123 station.
6. Open Item A-30, widening the pedestrian bridges.

These changes have been documented as part of the Open Items packages, Volume III – Basis of Open Items Pricing (FFP) dated February 8, 2007.

A. General

All of the listed work will be included within this scope. Items to be furnished and installed include:

- Electrical
- Mechanical
- Granite/Concrete paver and ceramic tile
- Masonry
- Structural Steel
- Ornamental metals and miscellaneous metals
- Fireproofing
- Roofing (Metal and SSM roof)
- Roofing (Membrane roof)
- Ceilings
- Overhead doors
- Glass and skylights

**C3
Station Finishes & Mechanical, Electrical, and Plumbing**

- Signage
- Louvers (Vent stacks)
- Painting
- Drywall
- Monorails
- Precast (Architectural concrete panel)
- Cladding
- Site furnishings (Doors, benches and trash cans)

The above listed scope of work includes, but may not be limited to the following items, identified by CSI division:

Division 2

- Bicycle racks
- Bicycle lockers
- Trash cans
- Benches
- Bollards

Division 3

- Precast concrete cladding
- Concrete floor deck (pedestrian bridges)
- Precast concrete walls, parapets, stairways, and coping
- Precast ceiling panels (TPSS rooms)
- Remote buildings -Footing, slabs and all associated reinforcement materials

Division 4

- Masonry block
- Brick
- Granite trim

Division 5

- Roof and floor metal decking
- Steel mezzanine and platform canopies
- Service room roof framing
- Curtain wall support steel
- Pavilion framing
- Bus canopy
- Miscellaneous metals
- Expansion joints
- Aluminum shading fins (pavilions)
- Stainless steel, including platform canopy roof edge, escalator and elevator cladding, woven mesh (scrim – walls, railings, and ceiling), and handrails

C3
Station Finishes & Mechanical, Electrical, and Plumbing

Division 6

- Protective covers (for escalators during construction)
- Cabinets

Division 7

- Mezzanine and platform canopy roofing system - densdeck, insulation, metal
- Roofing
- Built up membrane roofing
- Gutters and downspouts
- Caulking
- Pavilion and bus canopy roofing system
- Roof and access hatches
- Fireproofing

Division 8

- Glass / window walls
- Elevator glass
- Skylights
- Glazed screen
- Glass doors
- Hollow metal doors
- Overhead doors
- Soffit screen
- Louvers

Division 9

- Granite flooring
- Ceramic tile
- Porcelain tile
- Vinyl tile
- Suspended acoustical tile ceiling system
- Suspended metal tile ceiling system
- Perforated metal ceiling system
- Painting

Division 10

- Bathroom accessories
- Seating benches
- Signs and identification devices

Division 13

- Station manager kiosks
- Windscreens

C3
Station Finishes & Mechanical, Electrical, and Plumbing

- Parking control booths

Division 15

- Fans
- Unit heaters
- Wall heaters
- Ventilation units
- Air conditioning units
- Air conditioning systems
- Dampers
- Drains
- Oil water separators
- Tanks
- Bathroom fixtures
- Water heaters
- Utility sinks
- Kitchen sinks
- Sump pumps
- Floor drains
- Drain piping system
- Eyewash / body spray stations

Division 16

- Temporary (for construction) service and distribution equipment at West Falls Church Yard and twelve remote buildings, wiring for general lighting, relamping, and power for small tools
- Grounding grids and connections to station and remote building.
- Electrical, TPSS, Communication, ATC and trackwork ductbanks within and stubbed 5' outside the footprint of five stations and twelve remote buildings.
- Manhole and handholes within and stubbed 5' outside the footprint of five stations and twelve remote buildings.
- Touchup paint for electrical equipment.
- Access panels.
- Sealing for raceways.
- Starters and disconnect switches (loose).
- AEMS RTU's and interface cabinets for stations, including connecting conduit, wire, and connectors.
- DTS interface cabinets for stations, including conduit, wire, and connectors needed to connect to DTS RTU's.
- Exposed conduit and cable tray.
- Power distribution equipment, except (1) UPS and battery systems for TPSS and TBS and (2) ATC TCR and RTC power distribution normal and emergency power disconnect switches.

C3

Station Finishes & Mechanical, Electrical, and Plumbing

- Lighting and controls, except (1) ETS blue lights and associated wiring and (2) Flood lights at track switches.
- Wiring devices.
- Power feeder and single point connection for mechanical equipment.
- Mounting strut in under platform plenums.
- Normal and emergency power feeder to elevator disconnect switch.
- Normal and emergency power feeder to escalator disconnect switch.
- Power feeder to kiosk panel board.
- Automatic Fare Collection under floor duct and associated electrical room panelboards.
- Power feeder and single point connection to piping heat tracing controls
- Power feeder and single point connection to miscellaneous equipment including Lighted signage, windscreens (platform and site), map cases, and lighted handrails

The scope of work includes coordination of the work with the other contractors working in the areas and with the government agencies having jurisdiction over the area of work.

Working sessions with Contractor construction and planning staff to establish constructability and schedule planning. Such discussions shall include interfacing and coordination planning with other work, labor resources, equipment resources, estimated durations for each sequence of work, and exchanging ideas for execution of the work.

B. Stations

The limits of the work area for the stations are defined by the station platform area, including the service room areas (typically located at each end of the platform), the mezzanine areas, the pedestrian bridges and associated entrance pavilions as shown on the 100% PE drawings.

Architectural finish / structural work:

- Platform and/or mezzanine canopies
- Roof joists
- Miscellaneous metals, including stairs, handrails and railings
- Ornamental metals
- Expansion joint systems
- Roofing and flashing
- Firestops and fireproofing
- Stud walls
- CMU walls
- Windows and associated hardware
- Skylights, glass and glazing
- Doors and associated hardware
- Field Painting and coating

C3
Station Finishes & Mechanical, Electrical, and Plumbing

- Ceiling systems
- Tile and floor systems
- Louvers / screens
- Toilet partitions and accessories
- Platform and site furnishings (including Bus kiss-n-ride lots)
- Signage

Mechanical:

- Heating and cooling equipment and systems, including associated ductwork and related systems, including power connection
- Balancing and testing of systems
- Piping, and associated plumbing fixtures
- Clean Agent FM-200 Fire Suppression System for truss area of in-station escalators for all five (5) stations (note modifications defined in Open Item A-26b).

Electrical:

- Electrical and lighting systems
- *Embedded conduits within the structures and slabs are part of this scope*

C. Remote TPSS, TBS, Communications, and TCR Compounds

All remote TPSS, TBS, Communications, and TCR rooms will be pre-fabricated modularized TPSS, TBS, Communications, and TCR enclosures to be furnished and installed by others, within an architectural compound surround wall. Furnish and complete applicable items listed under Section B (Stations) above, to include architectural compound surround wall and associated architectural finish elements. Conduits within the slab or penetrating thru the slab to serve pre-fabricated TPSS, TBS, and TCR enclosures are part of this scope. Sites for the remote structures are to be rough graded by others. However, final leveling of the compound pad (up to 5' outside the structure) is included in this scope.

D. Tunnel and Vent Structures

- Ventilation finishes complete at the east and west tunnel portals.
- Tunnel mechanical and electrical building systems complete for east and west tunnel portals.
- Tunnel electrical and lighting System (does not include traction power).
- All signage for the associated portals.

C3
Station Finishes & Mechanical, Electrical, and Plumbing

E. Submittals

The Subcontractor will provide design review, testing, and inspection submittals in accordance with the requirements of Division 01 of the Contract.

Work Not Included

1. The station and ventilation buildings main structural systems.
2. Supply and installation of fire suppression system equipment.
3. Communication, Security, Automatic Train Control or Traction Power Supply systems.
4. Traction Power, Train Control, and Communications, including MEP and finishes installation in remote TPSS, TCR, and TBS pre-fabricated enclosures.
5. Fare Collection Equipment

Specifications

Unless noted otherwise, the following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006).

Applicable specifications are listed below:

Spec No	Specification Title
Division 2	
02205	Removal and Restoration of Existing Facilities
02220	Demolition
02230	Site Clearing
02320	Grading, Excavating and Backfilling
02585	Underground Electrical and Communications Distribution Systems
02871	Bicycle Racks and Storage Lockers
Division 3	
03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast-in-Place Structural Concrete
03331*	Cast-in-Place Architectural Concrete
03400	Structural Precast Concrete

C3
Station Finishes & Mechanical, Electrical, and Plumbing

03415 Prestressed Concrete
03450* Plant – Architectural Precast Concrete
03455* Ultra High Performance Concrete

Division 4

04050 Mortar, Grout And Masonry Accessories
04215* Brick Masonry
04220 Concrete Unit Masonry
04415 Granite

Division 5

05120 Structural Steel
05122 Architecturally Exposed Structural Steel
05210 Steel Joists
05310* Metal Decking
05400* Cold Formed Steel Framing
05500* Miscellaneous Metal
05511 Metal Stairs
05521 Handrails And Railings
05531 Gratings And Floor Plates
05581 Formed Metal Fabrications – Station Kiosks
05700* Ornamental Metals
05705* Woven Mesh Panels
05725* Stainless Steel Handrails, Guardrails and Lighted Handrails
05810 Expansion Joint Cover Assemblies
05811 Expansion Joint Systems

Division 6

06075 Wood Preservative Treatment
06100 Rough Carpentry
06402 Interior Architectural Woodwork

Division 7

07110 Damp Proofing
07125 Membrane Waterproofing
07165 Metallic Waterproofing
07180 Traffic Coatings
07210 Building Insulation
07410* Metal Wall and Roof Panels
07411 Sheet Metal Roofing Systems
07515 Built Up Roofing
07553 Self-Adhering Modified Bituminous Membrane Roofing
07600 Flashing and Sheet Metal

C3
Station Finishes & Mechanical, Electrical, and Plumbing

07730	Roof Accessories
07812	Cementitious Fireproofing
07815	Sprayed Fireproofing
07841	Fire Stopping
07900	Seals And Sealants

Division 8

08110*	Hollow Metal Doors And Frames
08305	Access Doors And Frames
08331*	Overhead Coiling Doors
08334	Overhead Coiling Grilles
08410*	Aluminum Entrances And Storefronts
08481	Metal Concave Mandoors
08520*	Aluminum Windows
08625	Metal Framed Skylights
08710*	Finish Hardware
08800*	Glass And Glazing
08900	Aluminum Curtain Wall

Division 9

09205	Furring And Lathing
09215	Plaster Systems
09220	Cement Portland Plaster
09255	Drywall Systems
09320	Ceramic Tile
09340*	Paver Tile
09511	Acoustical Panel Ceilings
09547*	Metal Ceiling Panels
09650	Resilient Flooring
09920	Field Painting

Division 10

10155	Toilet Partitions, Compartments And Screens
10200	Metal Louvers
10290	Bird Control
10430	Specialty Signs
10431	Site Pylon Signs
10505	Metal Lockers
10605	Wire Mesh Partitions
10810	Toilet Accessories
10815*	Station Furnishings

Division 11

11010	Roof Anchors
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C3
Station Finishes & Mechanical, Electrical, and Plumbing

11014 Fall Protection Equipment

Division 13

13085 Sound and Vibration Isolation Pads
13110 Stray Current and Cathodic Protection
13115 Corrosion Control System Testing
13905 Fire Protection, Suppression and Alarm

Division 14

14200 Hydraulic Elevators
14220 Holeless Hydraulic Elevators
14240 Traction Elevators
14300 Heavy-Duty Escalator

Division 15

15070 Vibration Isolation
15075 Identification Of Mechanical Equipment And Piping
15080 Insulation
15125 Piping Conduit
15135 Miscellaneous Pumps
15205 Piping Systems
15410 Plumbing Fixtures
15444 Drainage Pumping System
15445 Sewage Ejectors
15480 Domestic Water Heaters
15725 Ventilating Units And Heating Equipment
15735 Self Contained Air Conditioning Units -Packaged
15736 Kiosk Mechanical Work
15737 Air Cooled Split System Air Conditioning Units -Air Cooled Split System
15765 Heating Equipment
15810 Ductwork
15825 Sound Attenuators
15830 Fans
15850 Outlets And Grilles
15865 Filters
15900 Control Equipment
15950 System Balancing And Testing

Division 16

16060 Grounding and Bonding
16120 Wire, Cable and Busways
16125 Wire Connection Accessories
16130 Raceways, Boxes And Cabinets

C3
Station Finishes & Mechanical, Electrical, and Plumbing

16145	Wiring And Control Devices
16220	Emergency Standby Generator System
16225	Motors
16260	Uninterruptible Power System
16270	Transformers
16320	High Voltage Switchgear
16360	Unit Substations
16425	Motor Starters and Control Centers
16435	Low Voltage Switchgear And Switchboard
16440	Circuit Breakers, Panelboards and Load Centers
16441	Drainage and Negative Switchboard
16451	Substation Busway for Traction Power
16525	Lighting Fixtures and Mounting Poles
16565	Flashers And Dimmer Control Systems
16601	Automated Energy Management System (RTU Interfaces)
16704	Communications Standard Specifications -Installation
16705	Communications Standard Specifications – Equipment & Material
16710	Communications Grounding
16715	Communications Electrical Power Distribution
16721	Communications Telephone System
16729	Communications – Passenger Information Display System
16820	Communications – Public Address System
16851	Communications – Passenger Station Closed-Circuit Television System
16866	Interface Criteria and Responsibilities
16941	Basic ATC Electrical and Electronic Component Requirements

* See revised version included in 65% Design Submittal, dated 10/6/06

C4
West Falls Church Yard Sound Cover Box
and Covered Walkway

Scope of Work

The Subcontractor shall design, furnish, and install a sound cover box and covered walkway in the West Falls Church yard. The basic layout, dimensions, and finishes of the cover box and walkway shall be as shown on the 100% PE drawings, as modified by Contract Change Order Five (005). Improvement to the layout may be considered during the design process, subject to Contractor approval.

A. General

The Subcontractor shall include the complete design and construction of the structural elements/features of the “sound cover box and covered walkway” associated with the Project at the West Falls Church yard including, but not limited to, the following components:

- Design calculations
- Shop drawings
- Steel Fabrication
- Delivery
- Erection
- Fire Suppression System
- Columns foundation
- Base plates
- Columns, girts and headers
- Steel roof Trusses and bar joists
- Roof Deck
- Shop or Field Painting of metal parts
- Standing seam metal roof
- Metal siding walls
- Access doors and fenestration
- Sound insulation
- Lighting and grounding
- Grading
- Covered Walkways at 5 storage tracks

The Subcontractor shall prepare any drawings and/or documents required for any building permits. The design scope of work shall include, but not be limited to, design engineering services required to produce the following deliverables:

- Preliminary and Final Design Drawings
- Construction Drawings
- Construction Specifications
- Supporting Documents and/or Reports

C4
West Falls Church Yard Sound Cover Box
and Covered Walkway

- **Record Deliverables**

The Subcontractor designs shall conform to all applicable federal, state, county, city, local codes, standards, laws, rules, ordinances and regulations of the authorities having jurisdiction over the site and as specified in the contract documents.

Covered Walkway at Operations and Field Base Building - Subcontractor is to include the extension of the covered walkway to serve the additional five storage tracks. This design will match the existing walkway and cover.

B. Construction

The construction work includes furnishing all permits, plant, labor, materials, tools, supplies, equipment, transportation, supervision, and services (excepting material and equipment identified under Work by Others below), and perform all operations necessary and required to install, where called for on the plans, those elements specified on the final design documents. All work will be in accordance with the requirements in the Design-Build Contract, Division 01.

Work Not Included

Relocation of existing train signals, track heater boxes and light poles
Clearing and backfill leveling to grade elevation of 3 acre area for staging of the construction
Demolition of existing sound walls to make room for the new Sound Cover Box Specifications

Specification

Unless noted otherwise, the following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006).

Applicable specifications are also included as part of this document:

Spec No.	Specification Title
02320	Grading, Excavating and Backfilling
03000	Concrete
03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast-in-Place Structural Concrete
05120	Structural Steel
05210	Steel Joists
05310	Metal Decking

**C4
West Falls Church Yard Sound Cover Box
and Covered Walkway**

07210	Building Insulation
07410	Metal Wall Panels
07600	Flashing and Sheet Metal
07730	Roof Accessories
07900	Seals and Sealants
08110	Hollow Metal Doors and Frames
08710	Finish Hardware
13905	Fire Protection, Suppression and Alarm
16060	Grounding and Bonding
16120	Wire, Cable and Busways
16125	Wire Connection Accessories
16130	Raceways, Boxes and Cabinets
16145	Wiring and Control Devices
16270	Transformers
16440	Circuit Breakers, Panelboards and Load Centers
16525	Lighting Fixtures and Mounting Poles
16701	Definitions of Communications System Terms
16702	Communications Abbreviations
16703	Communications Standard Specifications–Engineering Services
16704	Communications Standard Specifications–Installation
16705	Communications Standard Specifications–Equipment & Material

C5 Pedestrian Bridges

Scope of Work

The Subcontractor shall design, furnish and erect pedestrian bridges of steel construction. The following scope describes the minimum standards for design and construction. The basic layout, architectural and preliminary designs, and dimensions of the bridges shall be as shown on the 100% PE drawings as modified by Open Item A-30, widening the pedestrian bridges, and Contract Change Order Six (006).

These changes have been documented as part of the Open Items packages, Volume III – Basis of Open Items Pricing (FFP) dated February 8, 2007, and the above-referenced Contract Change Order.

A. General

The scope of work includes coordination of the work with the other contractors working in the areas and with the government agencies having jurisdiction over the area of work.

The Subcontractor will provide input on constructability and phasing of the work during the detailed design phase of the Project, in an effort to complete the work in a timely manner. The Subcontractor must prepare an execution plan for its work and provide input to the overall Project execution plan.

The Subcontractor will furnish all plant, labor, materials, tools, supplies, equipment, transportation, supervision, and services, and perform all operations necessary and required to satisfactorily complete the work, which shall include, but not be limited to, the following activities for each of the pedestrian bridges:

B. Pedestrian Bridge Components

- Steel Box Truss
- Continuous Roof Edge Channels
- Roof Deck
- Floor Deck
- Base plates, Truss to Concrete Support assembly including Expansion Joints as required and Anchor Bolts
- Conduit and piping below floor deck (install only)

C5 Pedestrian Bridges

C. Construction

- Fabrication
- Delivery
- Erection, including Cranes and Rigging Equipment
- Temporary permits
- MOT for the work performed

D. Submittals

Submittal requirements include, but are not limited to:

- Final design drawings, calculations, shop drawings including schematic drawings and diagrams shall be submitted. Schematic drawings shall include dimensioned cross sections of bridge structure, deck plan and details, support system for metal roof, bearings, anchor bolt reactions and elevations.
- All final design drawings and calculations shall be signed and sealed by a Professional Engineer licensed in the Commonwealth of Virginia.
- Erection plan and procedures
- Record Deliverables

Work Not Included

1. Architectural finishes, including station signage.
2. Mechanical, Electrical, and Plumbing, including supply and installation of fire suppression systems.
3. Foundations.

Specifications

Unless noted otherwise, the following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006). Applicable specifications are also included as part of this document:

Spec No.	Specification Title
5120	Structural Steel
5210	Steel Joists
5310*	Metal Decking
5500*	Miscellaneous Metal
5811	Expansion Joint Systems

**C5
Pedestrian Bridges**

5840	Bearings
7411	Sheet Metal Roofing Systems
7730	Roof Accessories
7900	Seals and Sealants
9920	Field Painting

* See revised version included in 65% Design Submittal, dated 10/6/06

C6 Site Development

Scope of Work

The scope includes: civil/site (roadwork), street lighting, permanent traffic signals and landscaping. The civil/site work associated with this Allowance Item includes the following areas:

- All roadwork with the exception of restoration and paving of the DIAAH/DCR and DTR;
- Site work and access roads to remote buildings and compounds;
- Work along the Route 7 and Route 123 Corridors (to include the station parking lots and access roads);
- Site work as defined in Contract Change Order Eight (008) as defined in DTP RFC-010, letter 25235-000-T07-GAMM-00040.
- All site work being performed in the West Falls Church Yard, to include the SWM pond.

The basic configuration of this site development work shall be as shown on the 100% PE drawings and as modified by the following:

1. Open Item A-02, deleting TPSS #9.
2. Open Item A-07, modifying the requirement for emergency crossings along the DIAAH.
3. Open Item A-08, modifying the horizontal alignment along the DIAAH.
4. Open Item A-11, providing mid-block pedestrian crossings on Route 7.
5. Open Items A-12 and A-16, providing Route 7 streetscaping and lighting.
6. Open Item A-13, widening Spring Hill Road.
7. Open Item A-15, modifying the Wiehle Avenue bus ramp.
8. Open Items A-19, modifying the provisions for elevators at some station pavilions.
9. Open Item A-31, modifying screening for SWM pond, TPSS, and other wayside structures.
10. Open Item DTE 1/O-12, widening sidewalks along Route 123.
11. Open Items VDOT Dev 97 and DCR, modifying the Route 7 median and DCR NB lanes.
12. The scope of work included in DTP Request for Change (RFC) No. RFC-001 Rev. 1, (25235-000-T07-GAMM-00011), changing to prefabricated modular traction power design.

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13. The scope of work included in DTP Request for Change (RFC) No. RFC-002 Rev. 1, (25235-000-T07-GAMM-00012), eliminating provision for future Wolf Trap Station.
14. The scope of work included in DTP Request for Change (RFC) No. RFC-003 Rev. 1, (25235-000-T07-GAMM-00013), changing to use of LAN/WAN technology.
15. The scope of work included in DTP Request for Change (RFC) No. RFC-004 Rev. 1, (25235-000-T07-GAMM-00014), changing to microprocessor-based automatic train control.
16. The scope of work included in DTP Request for Change (RFC) No. RFC-006 Rev. 2, (25235-000-T07-GAMM-00058), revisions to West Falls Church Yard and Shop.
17. The scope of work included in DTP Request for Change (RFC) No. RFC-007 Rev. 4, (25235-000-T08-GAMM-00005), passenger station feature revisions.
18. The scope of work included in DTP Request for Change (RFC) No. RFC-009 Rev. 1, (25235-000-T07-GAMM-00059), traction power design changes (including deletion of TPSS #7).
19. The scope of work included in DTP Request for Change (RFC) No. RFC-010 Rev. 1, (25235-000-T07-GAMM-00040), modifications to Wiehle Avenue Station and bus facilities.

These changes have been documented as part of the Open Items packages, Volume III – Basis of Open Items Pricing (FFP) dated February 8, 2007, and the above-referenced RFCs.

The Subcontractors will be required to furnish all plant, labor, materials, tools, supplies, equipment, transportation, supervision, and services, and perform all operations necessary and required to satisfactorily complete the work in the assigned areas, which shall include, but not be limited to, the following:

- Construction survey and layout of the work (survey monument will be provided)
- Demolition of pavement and structures
- Clearing and grubbing
- Grading and drainage (including Water Quality Inlets and sand filters/BMPs)
- Storm water management during construction
- Sediment and Erosion control measures
- Rough grading
- Replacement of street lighting (including temporary lighting, relocation and new installation)
- Intersection signal lights (temporary and permanent)
- Roadway subgrade preparation

C6 Site Development

- Temporary and Permanent Pavement (including Roadways, Park & Ride/Kiss & Ride Lots, TPSS/TBS and Station Area Access Roads, Restoration and modifications to existing roads, Bus Bay Areas, and Bus Access Ramps)
- Curb and Gutter including entrances
- Sidewalks
- Pavement Marking
- Earthwork – Mass excavation and mass fill, including hauling, stockpiling and disposal of spoil material
- Temporary and Permanent Road Signage (regulatory, street names and way finding)
- Maintenance of all of the above items during the construction phase
- Temporary traffic barriers (where required)
- Permanent power-operated crossing barriers including power and controls
- Temporary fencing (where needed)
- Landscaping – hardscape: precast pavers, special paving
- Landscaping – planting materials, preparation and installation
- Landscaping – drainage features, rain gardens, drainage rills
- Maintenance of traffic – development of construction sequencing and scheduling associated with the work, and obtaining related permits
- SWM Ponds, drainage structures, related directional boring and outfalls at West Falls Church Yard
- Preparation of construction staging areas associated with the work

The scope of work includes coordination of the work with the other Subcontractors working on other parts of this Project in the same area and with the government agencies having jurisdiction over the area of work or the roadway. The scope also includes coordination of the work with utility companies installing or relocating utilities to serve the Project.

The scope also includes Maintenance of Traffic (MOT) to maintain the flow of existing level of traffic. The MOT work will be limited to that necessitated by the Subcontractor construction activities. In general, the work is being designed and will be constructed to VDOT standards. The scope includes provision for police enforcement of MOT, if required.

Phasing of the work must be planned to maintain traffic movement and access to public and private sites and businesses during construction. MOT plan may require modification to incorporate the construction of tracks, stations and supporting facilities. Phasing and MOT work must consider space for all equipment such as cranes, loaders, delivery trucks and other equipment used in assembling the structures and making material deliveries to the construction area of the tracks and the stations.

All permits for road access, construction, and MOT are part of the scope of this subcontract. Construction phased MOT and intersection signalization submittals for VDOT and Fairfax County review and approval are the part of this scope.

C6 Site Development

The street lighting is limited to replacement street lights along Route 7 and all other exterior site lighting at stations, West Falls Church yard, remote buildings and compounds, and parking areas (as modified by Open Items A-12 and A-16) and the above-referenced RFCs.

The Permanent Traffic Signal subcontract will include all new and replacement traffic signals Project-wide. Similarly, the Landscaping subcontract will apply to all landscape work throughout the Project, to include station areas and guideway segments.

The Subcontractor will provide input on constructability and phasing of the work during the detailed design phase of the Project, in an effort to coordinate and complete the work in a timely manner. The Subcontractor must prepare an execution plan for its work and provide input to the overall Project execution plan.

The scope of work also includes all site development activities in West Falls Church Yard. This includes construction of the detention basin and all site development work extending from the lead track area to the cut & cover tunnel portal to the storage track area and track platform. Specific items include:

- Clearing and grubbing
- Grading, including cut and fill
- Demolition, including fence removal
- Storm drainage system, including abandon, fill and plug, modification, new and jacking, ditches
- Ballast screen inlets
- Roadwork
- Curb and gutter
- Tie-in of existing roads
- Striping and marking
- Traffic signs
- Bollards

Work Not Included

1. Utility relocation – sewers, drain lines, VDOT utilities, concrete ductbanks for electrical and communication services, manholes and handholes, water and fire lines, gas lines and associated facilities, and high voltage lines will be performed by others.
2. Utility feeds – branch lines for water, sewer, electrical or communication lines leading to the stations and facilities will be performed by others.
3. Track, stations and relevant facilities will be constructed by others.

Specifications

C6 Site Development

Unless noted otherwise, the following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006).

Virginia Department of Transportation, Road and Bridges Specifications of 2002, defined herein as Project specification No. 25071-000-VDOT-SPEC-001, which can be found at the VDOT web site at <http://www.virginiadot.org/business/manuals-default.asp>, see also attached table of content, will be the basis of the Project specifications.

Additional applicable specifications are also included as part of this document:

Spec No.	Specification Title
02205	Removal and Restoration of Existing Facilities
02220	Demolition
02230	Site Clearing
02260	Support of Excavation
02270	Maintenance, Support and Restoration of Utility Facilities
02320	Grading, Excavating and Backfill
02480	Mechanically Stabilized Earth Walls
02515	Water Distribution
02535	Sanitary Sewers
02585	Underground Electrical and Communications Distribution Systems
02625	Subway Drainage System
02635	Storm Sewer
02765	Pavement Markings
02772	Curbs, Gutters, and Walks
02820	Fencing
02920	Topsoil, Seeding and Sodding
02930	Landscaping

VDOT Roads and Bridge Standards, which can be found at web site <http://www.virginiadot.org/business/locdes/road-and-bridge-standards.asp>, are considered part of this document.

**C7
Installation of Public Art**

Scope of Work

In accordance with the guidelines presented in FTA Circular 9400.1A, "Design and Art in Public Transportation Projects". The scope of work is for the installation of artwork provided by others.

Work not Included

The scope excludes the solicitation, selection and awarding commissions to art and design professionals, the artwork, and its delivery to the station locations.

C8 Communication and Security Systems

Scope of Work

The scope of work includes design, furnishing, installation, and testing of the following systems in the Passenger Stations, and/or ancillary facilities, in accordance with the project communications specifications referenced below and the 100% PE drawings as modified by the following Open Items and Contract Change Order One (001), Contract Change Order Three (003), Contract Change Order Four (004), Contract Change Order Five (005), Contract Change Order Six (006), Contract Change Order Seven (007), and Contract Change Order Eight (008), and:

Open Item A-19, modifying the FIA, IIS, Telephone, and CCTV systems.

Open Item DL-2, adding a WMATA LAN/WAN.

The scope of work included in DTP Request for Change (RFC) No. RFC-001 Rev. 1, (25235-000-T07-GAMM-00011), changing to prefabricated modular traction power design.

The scope of work included in DTP Request for Change (RFC) No. RFC-003 Rev. 1, (25235-000-T07-GAMM-00013), changing to use of LAN/WAN technology.

The scope of work included in DTP Request for Change (RFC) No. RFC-004 Rev. 1, (25235-000-T07-GAMM-00014), changing to microprocessor-based automatic train control.

The scope of work included in DTP Request for Change (RFC) No. RFC-006 Rev. 2, (25235-000-T07-GAMM-00058), revisions to West Falls Church Yard and Shop.

The scope of work included in DTP Request for Change (RFC) No. RFC-007 Rev. 4, (25235-000-T08-GAMM-00005), passenger station feature revisions.

The scope of work included in DTP Request for Change (RFC) No. RFC-009 Rev. 1, (25235-000-T07-GAMM-00059), traction power design changes (including deletion of TPSS #7).

The scope of work included in DTP Request for Change (RFC) No. RFC-010 Rev. 1, (25235-000-T07-GAMM-00040), modifications to Wiehle Avenue Station and bus facilities.

These changes have been documented as part of the Open Items packages, Volume III – Basis of Open Items Pricing (FFP) dated February 8, 2007, and the above-referenced RFCs.

General

C8 Communication and Security Systems

The Subcontractor will provide a complete operable communications systems meeting all applicable performance and design requirements.

The Subcontractor shall assume total responsibility for the configuration of equipment, parts, interconnecting wiring, software, and other materials and services furnished. The scope of work includes coordination of the work with other Subcontractors working in the vicinity on other parts of this Project and with the government agencies having jurisdiction over the area of work or the existing roadways.

The Subcontractor scope includes:

- Public Address System (IP Based).
- Closed Circuit Television System for stations.
- Fire and Intrusion Alarm (FIA) System for stations, ancillary structures, mini communications rooms and all their associated ancillary structures. The Fire and Intrusion System will include the capability to play recorded safety announcements over the Public Address System. A switch will be provided in the Kiosk so that the Station Manager can initiate the automatic announcement(s).
- VOIP Telephone System(s) for stations, ancillary structures, and mini communications rooms. This includes the wayside emergency telephone system (ETS).
- Integrated Intercommunications System (IIS).
- Passenger Information Display (PIDS) System.
- Communication Power Distribution System.
- Kiosk System.
- LAN/WAN System.
- Fiber-Optic System (FOS).
- Mobile Radio System will make use of an Off-The-Air Radio Repeater system to provide Mobile Radio service in the tunnel sections, at stations and the garage.
- SCADA System-covered by the Train Control, Traction Power, Electrical and Mechanical Systems. The LAN/WAN System and Fiber Optics System will be utilized as the backbone for transmission of the data between the field source points and the OCC's (JGB and CTF).
- A VOIP telephone system is to be installed by the Subcontractor to accommodate the telephone circuits required at the Stations, Ancillary Buildings and the Emergency Trip Stations (ETS) located along the rail right-of-way.

All systems, equipment and services shall perform and be suitable for their intended purpose, in accordance with best commercial practices (as a minimum), and in compliance with all applicable specifications requirements.

Mini-Communications Room Locations

Current design requires seven (7) intermediate "Mini Communications Equipment Rooms" necessary to provide communications circuits for Automatic Train Control Remote Terminal Units

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and for telephones in ancillary buildings and the Emergency Trip Stations located along the rail right-of-way.

The seven remote “Mini Communications Equipment Rooms” are located at the following locations*.

- Next to the Train Control Room K56 (Dulles Junction) Civil Stationing approx. K488+33/N726+60 (N being the new Dulles Route)
- Next to the Train Control Room No. 1 (Plainfield St) Civil Stationing approx. 778+40.
- Next to the Train Control Room No. 2 (Baldwin Drive) Civil Stationing approx. 807+00.
- Next to the Train Control Room No. 9 (Wolf Trap) Civil Stationing approx. 1093+00
- Next to the Train Control Room No. 10 (Chathams Ford Rd.) Civil Stationing approx 1134+00.
- Next to the Train Control Room No. 11 (Hunter Mill Rd.) Civil Stationing approx. 1212+50.
- Next to the Train Control Room No. 12 (Sunset Hill Rd.) Civil Stationing approx. 1250+00.

*As modified by the above-referenced RFCs. Communications systems and equipment shall be installed in enclosures furnished by others, for delivery and installation on site as pre-fabricated modular units.

West Falls Church Yard

The following installation work will be required at the existing West Falls Church Yard*:

- CCTV Camera for yard lead track
- Two talk-back stations
- PA speakers for new storage tracks.
- Radiax Antenna for sound cover box. (as required).
- Telephones, FIA and PA Speakers in new Traction Power Substation. Fiber-Optic Cable Installation.
- LAN/WAN, PA, phones, FIA for shop annex.

*As modified by DTP Request for Change (RFC) No. RFC-006 Rev. 2, (25235-000-T07-GAMM-00058), revisions to West Falls Church Yard and Shop.

Installation of two new 96-Fiber Optical Cables shall be installed from the Wiehle Avenue Passenger Station to the Existing S&I Shop Building Communications Equipment Room and extended to the West Falls Church Passenger Station, using the existing tunnel. At the West Falls Church Station these fibers shall be terminated in two new 96 Fiber-Optic Splice/Patch Panels.

Mobile Radio System

C8

Communication and Security Systems

A new mobile radio subsystem will be required to provide and install communications in the tunnel section at Tysons Central 7 Passenger Station. The new mobile radio subsystem will be required to provide for radio communications on 10 WMATA UHF channels, as well as Fairfax County Emergency Services (Fire, Police, and EMS). The mobile radio subsystem will be an "Off-The-Air Radio Repeater System", although alternate solutions could be considered. If testing reveals that the structure has "dead spot" lapses in radio coverage from the existing WMATA simulcast radio system, a similar system may also be required at the Stations.

Work Not Included

Installation of Fiber-Optic Cable from the West Falls Church Station to the Jackson Graham Building.

Enclosures for remote communications rooms will be furnished by others.

Pads for receiving pre-fabricated remote communications rooms will be furnished by others.

Specifications

Unless noted otherwise, the following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006).

Applicable specifications are also included as part of this document*:

Spec No.	Specification Title*
16701	Definitions of Communication System Terms
16702	Communication Abbreviations
16703	Communication Standard Specifications -Engineering Services
16704	Communication Standard Specifications -Installation
16705	Communication Standard Specifications -Equipment and Material
16706	Communication System Submittals and Services
16707	Communications System Quality Assurance and Testing
16708	Correction of Communication Systems Deficiencies
16710	Communications Grounding
16715	Communications Electrical Power Distribution
16721	Communications Telephone System
16728	Communications Integrated Intercommunications System
16729	Communications Passenger Information Display System
16731	Communications Fire and Intrusion Alarm System
16733	Communications Kiosk System

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Communication and Security Systems

16771	Communications Carrier Transmission System
16774	Local Area Network/Wide Area Network (draft included in DL-2)
16776	Communications Fiber Optic System
16791	Communications Mobile Radio System
16820	Communications Public Address System
16851	Communications Passenger Station Closed Circuit Television System
16866	Interface Criteria and Responsibilities

*As modified by DTP Request for Change (RFC) No. RFC-003 Rev. 1, 25235-000-T07-GAMM-00013), changing to use of LAN/WAN technology.

C9

Fire Suppression System

Scope of Work

Subcontractor shall furnish all plant, labor, materials, tools, supplies, equipment, transportation, supervision, permits, and services, and perform all operations necessary and required to satisfactorily complete the work. The basic layout, dimensions, and finishes of the fire suppression system shall be as shown on the 100% PE drawings and as modified by the following Open Items and Contract Change Order One (001), Contract Change Order Five (005), Contract Change Order Six (006), Contract Change Order Eight (008), and Contract Change Order Nine (009), and:

Open Item A-26b, replacing the FM-200 sprinklers with the dry sprinkler system used by WMATA on escalators.

These changes have been documented as part of the Open Items packages, Volume III – Basis of Open Items Pricing (FFP) dated February 8, 2007.

A. General

The scope of work includes coordination of the work with the other Subcontractors working on other parts of this Project in the same area (such as stations and supporting facilities) and with the government agencies having jurisdiction over the area of work or the roadway. The scope also includes coordination of the work with utility companies installing or relocating utilities to serve the Project.

The Fire Suppression systems, including all Siamese fire-department connections, dry fire line, check valves, automatic air vents, drain valves, angle hose valves, fittings, and signage, shall be in accordance with WMATA Manual of Design Criteria, WMATA Specification 13905, Referenced Drawings, applicable NFPA Standards, including NFPA 130, and local and state Authorities Having Jurisdiction.

The Subcontractor shall provide the following:

B. Dry Standpipe System

Provide complete fire suppression system, including final design for the following:

- Station platform areas and fire equipment cabinets located in the five stations, including branches out to the Siamese connections located at station entrances.
- Tunnel between Tysons Central 123 and Tysons Central 7 stations,

100% Preliminary Engineering drawings describe the Fire Protection (FP) system as follows:

- FP Riser diagrams show dry standpipe system (w/o depiction of all components).

C9 Fire Suppression System

- FP Plan drawings show dry standpipe system where required. Plan drawings do NOT show branch-off to sprinkler piping. Plans to show Fire extinguisher locations; however “extinguishers to be furnished and installed by the Authority”. The term “Authority” refers to the Washington Metropolitan Area Transit Authority (WMATA).

C. Wet Sprinkler System

Provide complete fire suppression system, including final design for the following:

- Ancillary/service room spaces within the station proper, and
- West Falls Church Yard Shop Annex

100% Preliminary Engineering Drawings describe the Fire Protection (FP) systems as follows:

- FP Riser diagrams show piping branch-off (from incoming water service) for sprinkler system piping (sprinkler systems not shown in their entirety).
- Rooms requiring sprinkler coverage include the Cleaner’s Room; Toilet Rooms and all ancillary rooms used for operational / office areas.

Work not Included

1. Detection and alarming devices and associated devices and appurtenances.
2. Intrusion detection and associated devices and appurtenances (i.e. intrusion of fire equipment cabinet)
3. WFC Yard Track Loop Enclosure

Specifications

Unless noted otherwise, the following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006).

Applicable specifications are also included as part of this document:

Spec No.	Specification Title
13905	Fire Protection, Suppression and Alarm

C10

Elevators and Escalators

Scope of Work

Furnish all plant, labor, materials, tools, supplies, equipment, hoisting services, transportation, supervision, and services, and perform all operations necessary and required to satisfactorily complete the work, which shall include, but not be limited to, the activities described below. The basic layout, dimensions, and finishes of the elevators and escalators shall be as shown on the 100% PE drawings and as modified by Contract Change Order Eight (008):

1. Open Item A-19, adding a second elevator at the noted entry pavilions to satisfy ADA guidelines.
2. Open Item A-29, providing an elevated mezzanine at the Tysons Central 123 station.

These changes have been documented as part of the Open Items packages, Volume III – Basis of Open Items Pricing (FFP) dated February 8, 2007.

A. General

All QA/QC requirements stated in the specifications are included in this Scope of Work.

The scope of work includes coordination of the work with others working on other parts of this Project in the same area and with the government agencies having jurisdiction over the area of work or the roadway.

Interfacing and coordination planning with other work, labor resources, equipment resources, estimated durations for each sequence of work, and exchanging ideas for execution of the work.

B. Elevators

1. Hydraulic

Design, furnish, and install complete hydraulic passenger elevator systems including elevator cars, hoistway equipment, hydraulic piping, valves, cylinders, machinery, control systems, indicators, signs, elevator pit ladders and finish work in the vicinity of the hoistway doors as shown on the Contract Drawings and as specified.

Note: This specification is applicable for both types of hydraulic elevators, except that there are no jacks and pistons, and related components, for the holeless elevators.

2. Traction

Design, furnish, and install complete traction passenger elevator systems including elevator cars, hoistway equipment, machinery, control systems, indicators, signs, elevator pit ladders

C10 Elevators and Escalators

and finish work in the vicinity of the hoistway doors as shown on the Contract Drawings and as specified.

C. Escalators

Provide complete design, fabrication, and installation of heavy-duty escalators, designed specifically for heavy rail transit system use. The location, quantity, sizes, and types of escalators to be used, and various other work required, shall be as shown on the Contract Drawings and as specified.

Work Not Included

Elevators

- Earthwork for excavation to accommodate plunger-cylinder assembly (does not apply to Traction Elevators)
- Cast-in-place Concrete for elevator pits and grating sills
- Concrete Formwork for hydraulic elevator cylinder wall casing
- Unit Masonry for masonry hoistway enclosures, building in and grouting hoistway door frames and grouting sills
- Metal Fabrications for divider beams and supports for entrances and guide rails
- Waterproofing for water proofing of elevator pit
- Fire suppression system
- Heating, ventilating and/or air conditioning of elevator machine room.
- Electrical service to elevator equipment, fire alarm systems and communications systems
- Hoist beam
- All remote conduit and cabling for AEMS system, including to the AEMS RTU location
- Grounding buss bars in each machine room and pit
- Disconnect switches for car lights and mainline power, circuit breakers and panelboards, and pit receptacles and lights
- Temporary protection of doorways

Heavy-Duty Escalators

- Cast-in-place Concrete for setting sleeves, inserts and anchorage devices to concrete.
- Structural Steel for attachment plates, angle brackets and other preparation of structural steel to support escalator trusses.
- Access Doors and Frames for wall and ceiling access panels and access doors in escalator enclosures.
- Electrical service to escalators.
- Exterior cladding work on the escalators
- Fire suppression system
- Temporary protective structure and covering for the escalators

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Elevators and Escalators**

Specifications

Unless noted otherwise, the following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006).

Applicable specifications are also included as part of this document:

Spec No.	Specification Title
14200	Hydraulic Elevators
14220	Holeless Elevators
14240	Traction Elevators
14300	Heavy Duty Escalator

NOTE: Elevator and Escalator layouts for Electrical work for Tysons West and Tysons Central 123 stations are similar to Wiehle Avenue station layouts (Drawings N13-E-501 and N13-E-502).

C11 Spare Parts

Scope of Work

The requirements for spare parts are provided in the Design-Build Contract, Division 01, Section 01210.

**C12
WFCY-01 Addition to the S&I Building**

The addition to the existing S&I Building is deleted from the Design-Build Contract in its entirety and replaced per Contract Change Order Five (005). The scope includes a pre-engineered shop annex building including civil, structural, architectural, mechanical, HVAC, electrical and equipment.

Contract Change Order Five (005), Revision to West Falls Church Yard and Shop, defines the Design Build Contract to incorporate the design, fabrication, installation and testing of the structures, equipment and other facilities relative to the West Falls Church Yard and Shop. The Scope of Work for this change is as described in DTP's Request for Change Proposal RFC-006 Rev. 2, 25235-000-T07-GAMM-00058.

C13 Traction Power Supply

Scope of Work

The scope of work includes responsibility for design, fabrication, supply, delivery and testing of the Traction Power System (TPS) inclusive of 11 (changed to 10 by Open Item A-02) Traction Power Substations (TPSS), 4 (changed to 3 by Open Item XX-6) Tie Breaker Stations (TBS), improvements to an existing TBS and other associated TPS equipment all in compliance with the specifications referenced below and the 100% PE drawings and as modified by the following Open Items and Contract Change Order One (001), Contract Change Order Three (003), Contract Change Order Four (004), Contract Change Order Five (005), Contract Change Order Seven (007), and:

- Open Item A-02, deleting TPSS #9.
- Open Item A-08, modifying feeder cable length.
- Open Item DL-3, modifying the WMATA DC Switchgear specification (16341).
- Open Item XX-6, relocating the Wiehle Avenue TPSS and deleting TBS #5.
- The scope of work included in DTP Request for Change (RFC) No. RFC-001 Rev. 1, (25235-000-T07-GAMM-00011), changing to prefabricated modular traction power design.
- The scope of work included in DTP Request for Change (RFC) No. RFC-003 Rev. 1, (25235-000-T07-GAMM-00013), changing to use of LAN/WAN technology.
- The scope of work included in DTP Request for Change (RFC) No. RFC-004 Rev. 1, (25235-000-T07-GAMM-00014), changing to microprocessor-based automatic train control.
- The scope of work included in DTP Request for Change (RFC) No. RFC-006 Rev. 2, (25235-000-T07-GAMM-00058), revisions to West Falls Church Yard and Shop, which includes the deletion of TBS#1 and relocation of mainline TPSS #1 and relocation of the yard TPSS.
- The scope of work included in DTP Request for Change (RFC) No. RFC-009 Rev. 1, (25235-000-T07-GAMM-00059), traction power design changes (including deletion of TPSS #7).

These changes have been documented as part of the Open Items packages, Volume III – Basis of Open Items Pricing (FFP) dated February 8, 2007, and the above-referenced RFCs.

A. General

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Scope includes responsibility for fabrication, delivery of equipment, development of detailed handling, and installation procedures per the integrated design and all training, maintenance and operation manuals for the supplied equipment; support to others during installation and testing of the equipment and during the termination of all wiring to the equipment; and on-site technical assistance services for consultation and monitoring of the work for compliance with the approved installation and handling procedures.

Remote TPSSs and TBSs including Yard TPSS and remote TCR/Comm/Electrical Rooms will be furnished as pre-fabricated pre-wired modular units, delivered and placed on site. The scope also includes detailed design and fabrication and MEP fit-out of enclosures for adjoining remote TCRs and Communications rooms, and delivery of these to the TCR and Communications subcontractors. The scope of work includes coordination of TCR and Communications room requirements into the enclosure design.

Temporary (for construction) service and distribution equipment at West Falls Church Yard and twelve remote buildings, wiring for general lighting, relamping, and power for small tools.

Technical assistance services will be required for the following activities:

- TPSS equipment installation
- TBS equipment installation
- Equipment Control Cable terminations and testing
- Electrical Room installation at two remote TCR/Comm Room locations

Subcontractor will perform the following tasks:

- Field testing of the equipment
- Commissioning and startup testing

B. Additional Traction Power Scope of Work

Additional Traction Power material and equipment is to be procured under this scope of work. This includes but is not limited to the following bulk materials required for the Traction Power System installation:

- Conduit and cable trays
- Grounding and Bonding
- Wire and Cable
- 2000V Shielded and Non-Shielded Cable
- Contact Rail Heating System
- Jumper cables, contact rail heaters, clips, bolts and other hardware needed to make cable and/or other attachments to the contact rail, UPS and batteries
- Post-delivery interconnection wiring of pre-fabricated modules on site.

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Traction Power Supply

Work Not Included

N/A

Specifications

Unless noted otherwise, the following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006). Applicable specifications included as part of this document*:

Spec No	Specification Title
16051	Scope Of Services for Traction Power
16052	Basic Material for Traction Power
16053	Operation and Maintenance Training For Traction Power
16260	Uninterruptible Power Supply
16261	Rectifier Transformer Unit for Traction Power
16270	Transformers
16291	Local Annunciator Panel for Traction Power
16293	Mimic Panel for Traction Power-Storage Yard
16322	High Voltage Ac Switchgear (34.5kv) for Traction Power
16341	Metal Enclosed Dc Switchgear for Traction Power
16440	Circuit Breakers, Panel boards and Load Centers
16441	Drainage and Negative Switchboard for Traction Power
16451	Substation Busway for Traction Power
16601	Automated Energy Management System (RTU and Interface)

*As modified by the above-referenced RFCs

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Automatic Train Control Supply

Scope of Work

The Scope of Work includes the design, fabrication of equipment, material supply, witness, testing and integration for the Automatic Train Control Systems. The design shall be based upon the requirements described in the 100% Preliminary Engineering plans, and Technical Specifications as referenced below, as modified by Contract Change Order One (001), Contract Change Order Four (004), Contract Change Order Five (005) and as follows:

- The scope of work included in DTP Request for Change (RFC) No. RFC-001 Rev. 1, (25235-000-T07-GAMM-00011), changing to prefabricated modular traction power design.
- The scope of work included in DTP Request for Change (RFC) No. RFC-004 Rev. 1, (25235-000-T07-GAMM-00014), changing to microprocessor-based automatic train control.
- The scope of work included in DTP Request for Change (RFC) No. RFC-006 Rev. 2, (25235-000-T07-GAMM-00058), revisions to West Falls Church Yard and Shop.

Remote TCRs will be furnished as pre-fabricated pre-wired modular units, delivered and placed on site. The detailed design, fabrication and MEP fit-out of remote TCR enclosures, and their delivery to the ATC subcontractor's facility will be by others. The scope of work includes provision of remote TCR layout and room requirements, and design coordination with others performing the TCR enclosure final design and fabrication.

The scope includes:

A. Design

The Subcontractor will be responsible for all aspects of the ATC system design, including:

- Block Design
- Track Circuits, Derails, Signal and Marker Coil Layouts for Mainline and Yard
- Switch Machines for Yard and Mainline
- Speed Command Control and Software-Vital Processor with AF Track Circuits
- Interlocking Control & Operation, Routing & Locking and Software – Vital/Non-Vital Processor Based
- Temporary and Final Staging / Cutover plans for the Orange line interface and West Falls Church Yard, including designing the interfaces at West and East Falls Church Stations (A new TCR will be provided for control of the junction).
- Station Control – STAP, Processor Based

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Automatic Train Control Supply

- Remote Terminal Units, Non-vital processor based with TCP/IP protocol, Scan Sheets – SCADA /DTS
- Interlocking Local Control Panels and one (1) dispatchers panel to be located at Wiehle Avenue station.
- Wayside Cable Plans
- Track Plans, (double line)
- Software packages, Control room circuit drawings (detailed book of plans), diagrams, equipment layouts, manuals (maintenance and training)
- Training to others
- TCR equipment power requirements (Load Calculations)
- TCR room layouts
- Software equivalents
- Snow melting circuits
- Automatic Train Approach Warning System
- Intrusion Detection Warning System

B. Submittals

In accordance with the requirements of the Design-Build Contract, Division 1, the Subcontractor will provide the specified submittal, including:

- Design drawings/software
- Acceptance Procedures – new equipment to WMATA (as required)
- First Article Configuration Inspection (FACI)
- Factory Test Procedures
- Factory Test (100%) design/software – must be substantially approved prior to onset of Factory Acceptance Tests (FAT).
- Factory Test Results – Marked drawings and data sheets
- As-shipped – to include comments of FAT results.
- Field Test Procedures
- Field Test design/software– must be approved (as marked) for onset of test – to include As-shipped comment resolution.
- Field Test Results – Marked drawings and data sheets
- Record Deliverables (as-built drawings/software.)

C. Equipment

The Subcontractor will provide the hardware and software necessary to implement a fully-functional ATC System, including:

- Wayside equipment – Impedance bonds, Switch machines, Signals, Marker coils, Interlocking Track Circuit Loops. With all appropriate hardware, (i.e., copper connection

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Automatic Train Control Supply

plates for shunt bars, mounting brackets, mounting plates, nuts & bolts), as required to install the equipment.

- Train Control Room equipment racks and equipment support hardware (brackets, braces, etc.), power supplies, ground fault detectors, Local Control Panels (interlocking locations) wire and inter and intra-rack cabling, terminals/pins for rack wiring and plug couplers, all special tools required to completely install and configure the systems, sub-systems and equipment provided, and all miscellaneous hardware to mount and secure the signaling equipment within the supplied racks.
- Wayside equipment will be assembled as completely as possible based on coordination with the installer. As an example, marker coil assemblies are expected to be shipped complete with the coil and tuning units attached to the ramp enclosure and designated (marked) with their frequency, type, group or sub-group.
- Train Control Rooms will be assembled as completely as possible, or as practical prior to shipment from the factory. Room assembly and tests shall be coordinated, so as to facilitate delivery directly to the field location where the equipment is to be installed. All required rack to rack wire, rack to rack cables and rack to control panel cables in adequate amounts and lengths to be provided and designated with each location. All tagging will be completely verified prior to shipment. Remote TCRs will be furnished as pre-fabricated pre-wired modular units, delivered and placed on site.
- The Subcontractor will deliver all equipment to the jobsite, and will pick and place modules onto pads provided by others.

D. Test & Integration

The Subcontractor will provide all testing activities, with certified data submittals, as described in the Contract Specifications. Provide on-site, test equipment and tools required (common) to support the testing activities in an efficient manner. Identify and coordinate with Contractor all special test equipment and tools required.

1. Factory Testing and Inspection

- Component, board, module, up to the fully assembled unit level, i.e. bonds, markers signals, switch machines.
- TCR factory test will verify all subsystems, as complete as possible.
- Jobsite Inspection/Quality Assurance – the manufacturer's field signal engineer will participate in the inspection of all equipment upon delivery.

2. Jobsite Testing and Inspection

- Perform testing per the Contract Specifications for Grounding/isolation, Power-off, Power-on, Breakdown, Module level, Room-to-wayside, Interlocking Plant Operation, Room-to-room, Dynamic, Integration tests, through Pre-Revenue activities.
- Identify all support required by others for each type of test on a per location basis.

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- Identify the expected number of train sets and consist sizes needed to fulfill the testing requirements.
- Perform preliminary and temporary work to reconfigure the control circuits between West Falls Church and East Falls Church Stations to provide safe revenue operation of WMATA trains while allowing for the heavy construction activities. Assist in the development of detailed sequencing of the work. Early items to be installed will be the crossover, followed by the turnouts and Rt. 66 flyovers. The staging of this work is of prime importance, with the goal to get single tracking reduced from 12,000 ft to 2000 ft. as quickly as possible.
- Responsible for developing a cut-over plan to describe in detail the proposed methods for accomplishing the temporary and permanent integration of the Dulles Junction (N and K lines). Work shall anticipate a minimum of three stages; each with multiple phases. The stages consist of the K-line double crossover and the inbound and outbound turnouts to the N-Line.
- The Subcontractor will provide temporary work and detailed staging/cutover plans and procedures as necessary, and develop all necessary ATC-related WMATA Site Specific Work Plans (SSWP).
- Preliminary – install TCR equipment as necessary to safely tie existing line and traffic circuits through K98 Dulles Junction TCR and verify, deliver to site equipment to provide point detection of all six switches, design bonding scheme to allow revenue operations through the area with a minimal impact. Point detection must be provided and certified safe for each switch immediately upon installation with visibility at OCC via the existing DTS.
- Test and obtain certification of double crossover complete and reconfigure to allow operation of K98 as an emergency crossover.
- Provide certified safe point detection for N-Route turnouts immediately upon installation.
- Test interlockings and obtain certification. Based on the time frame, the N-Route interlockings may need to be disabled to only provide the required point detection.
- All track circuits that are located in the Dulles Junction area of control will be controlled from the Fisher Street TCR; this requires transitioning existing bonds to the new TCR.

E. West Falls Church Yard

At West Falls Church Yard, 5 new storage tracks are to be added, along with a new connection track to the N-line. The Scope includes design, furnishing and testing all the equipment required to modify the Yard as shown on the 100% Preliminary Engineering Drawings, as modified by the above-referenced RFCs, including:

- Upgrading the AIRINC/RAILCOMM Yard Interlocking Control System.
- The Yard is in use 24 hours a day 365 days a year and it must be operational to the maximum extent possible during the modifications required by this Contract. The Subcontractor will provide temporary work and detailed staging/cutover plans and procedures as necessary, and develop all ATC related WMATA Site Specific Work Plan (SSWP).
- All work in the West Falls Church Yard is subject to WMATA work restrictions

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Work Not Included

1. Installation of the ATC equipment in other than remote pre-wired pre-fabricated TCRs.
2. Fabrication of remote TCR enclosures
3. Buildings and facility structures.

Specifications

Unless noted otherwise, the following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006). Applicable specifications are also included as part of this document*:

Spec No.	Specification Title
16901	DEFINITION OF ATC TERMS
16902	ATC ABBREVIATIONS
16903	ATC-INITIAL METRORAIL SYSTEM
16904	CURRENT AUTOMATIC TRAIN CONTROL SYSTEM
16905	ATC TRANSIT VEHICLE CHARACTERISTICS
16906	DETERMINATION OF PAYMENT FOR ATC WORK
16910	BASIC WAYSIDE ATC REQUIREMENTS
16911	SCOPE OF ATC WORK
16912	ATC SUBMITTAL REQUIREMENTS
16913	ATC BLOCK DESIGN
16914	ATC-ENVIRONMENTAL REQUIREMENTS
16915	BASIC ATC EQUIPMENT REQUIREMENTS
16916	BASIC CIRCUIT REQUIREMENTS
16917	BASIC INTERLOCKING REQUIREMENTS
16918	SPECIAL ATC REQUIREMENTS FOR SPECIFIC LOCATIONS
16919	ATC SYSTEM SAFETY PROGRAM
16921	ATC POWER DISTRIBUTION SYSTEMS
16922	ATC - LIGHTNING/SURGE PROTECTION AND GROUNDING SYSTEMS
16923	ATC MAINTENANCE TELEPHONE SYSTEM
16924	ATC-NON-VITAL ATO&ATS PROCESSOR SYSTEMS
16925	ATC-DATA TRANSMISSION SYSTEM
16926	ATC MICROPROCESSOR SYSTEM FOR NON-VITAL INTERLOCKING FUNCTIONS
16928	ATC-INTERLOCKING VITAL PROCESSOR SYSTEMS
16929	SPEED COMMAND PROCESSOR SYSTEM
16934	AUTOMATIC TRAIN APPROACH WARNING SYSTEM

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16941	BASIC ATC ELECTRICAL AND ELECTRONIC COMPONENT REQUIREMENTS
16942	ATC - PRINTED CIRCUIT CARDS
16943	ATC - VITAL RELAYS
16944	ATC - NON-VITAL RELAYS AND TIMERS
16945	ATC - PLUG BOARDS AND CABINETS FOR RELAYS AND PC CARDS
16946	ATC - TRANSFORMERS
16947	ATC - GROUND DETECTORS
16948	ATC - PLUG CONNECTORS
16949	ATC - SIGNAL WIRE AND CABLE
16951	ATC - TRANSFER AND BYPASS EQUIPMENT
16952	ATC - DC POWER SUPPLIES
16953	ATC - ATP TRACK MODULES
16954	ATC - SWITCH AND LOCK MOVEMENTS
16955	ATC - TRACK AND ALARM INDICATION PANELS
16956	ATC - INTERLOCKING CONTROL PANELS
16957	ATC - INTRUSION DETECTION WARNING SYSTEM (IDW)
16961	ATC - AUDIO FREQUENCY TRACK AND LOOP CIRCUIT LAYOUTS
16962	ATC - IMPEDANCE BOND LAYOUTS
16963	ATC - POWER FREQUENCY TRACK CIRCUIT LAYOUTS
16964	ATC - TRACK SWITCH OPERATING LAYOUTS
16965	ATC - SIGNAL LAYOUTS
16966	ATC - WAYSIDE PUSHBUTTON LAYOUTS
16967	ATC - MARKER COIL LAYOUTS
16968	ATC - TRACK BONDING LAYOUTS
16969	ATC - SNOW MELTER LAYOUTS
16971	ATC - RACKS AND CABLE TRAYS
16972	ATC - JUNCTION BOXES
16973	ATC - CONDUIT
16974	ATC - LOCK AND KEYS
16975	ATC - FOUNDATIONS
16976	ATC - WAYSIDE SIGNS
16977	ATC - TAGGING AND MARKING
16978	ATC - MISCELLANEOUS COMPONENTS AND MATERIALS
16979	ATC - SURFACE TRENCH
16981	BASIC ATC TEST AND INSPECTION REQUIREMENTS
16982	ATC - PRELIMINARY AND INTERLOCKING TESTS (LEVEL A)
16983	ATC - TRAIN SEPARATION TESTS (LEVEL B)
16984	ATC - ATO AND LOCAL ATS TESTS (LEVEL C)
16985	ATC - DTS INTERFACE TESTS (LEVEL D)
16986	ATC - MISCELLANEOUS TESTS (LEVEL E)
16987	ATC - SYSTEM LEVEL TESTS (LEVEL F)

**C14
Automatic Train Control Supply**

16988	ATC – QUALITY ASSURANCE
16991	ATC – DRAWINGS AND TRACINGS
16992	ATC – INSTRUCTION MANUALS
16993	ATC – TRAINING COURSES
	YARD TRAIN CONTROL SPECIFICATION SECTIONS

*As modified by the above-referenced RFCs

C15
Cathodic Protection
and Corrosion Control Systems

Scope of Work

The scope includes the design, supply, installation and testing of necessary corrosion control and stray current protection system. The design/ engineering and installation shall meet the requirements of the WMATA Manual of Design Criteria (release 6 dated November 2003), and the 100% PE drawings and specifications identified below, as modified by Contract Change Order One (001), Contract Change Order Three (003), Contract Change Order Four (004), Contract Change Order Five (005), Contract Change Order Seven (007), and Contract Change Order Eight (008), and the following:

- The scope of work included in DTP Request for Change (RFC) No. RFC-001 Rev. 1, (25235-000-T07-GAMM-00011), changing to prefabricated modular traction power design.
- The scope of work included in DTP Request for Change (RFC) No. RFC-003 Rev. 1, (25235-000-T07-GAMM-00013), changing to use of LAN/WAN technology.
- The scope of work included in DTP Request for Change (RFC) No. RFC-004 Rev. 1, (25235-000-T07-GAMM-00014), changing to microprocessor-based automatic train control.
- The scope of work included in DTP Request for Change (RFC) No. RFC-006 Rev. 2, (25235-000-T07-GAMM-00058), revisions to West Falls Church Yard and Shop.
- The scope of work included in DTP Request for Change (RFC) No. RFC-009 Rev. 1, (25235-000-T07-GAMM-00059), traction power design changes (including deletion of TPSS #7).
- The scope of work included in DTP's Request for Change Proposal RFC-010, transmitted under cover of DTP letter 25235-000-T07-GAMM-00040, Wiehle Avenue Station Parking and Bus Facilities.

The Subcontractor shall:

Familiarize itself with the proposed line alignment and the type of structures involved the Project including 100% Preliminary Engineering drawings and above-referenced RFCs, information regarding the route alignment and the utilities located near and within the Project limits.

Coordinate with the area utilities and operators of underground pipelines to collect information regarding the underground facilities associated with this Project and any measures the utility companies may have in place for protection of these facilities from corrosion and stray currents.

C15 Cathodic Protection and Corrosion Control Systems

Before the start of track or traction power construction (by others), take measurements of any stray current flowing through the existing structures located near the alignment and the underground facilities of the utility companies for the establishment of base line stray current levels for future reference.

Perform a survey to update the base-line stray current levels to reestablish “bench mark” data regarding various structures/ utilities-to-earth potentials for reference just prior to energization of the Project.

Upon energization of the line and commencement of simulated operations, perform measurements of stray current to confirm that leakage is not occurring at levels above those permitted. Upon completion of the stray current survey, provide a report listing stray current sources, test procedures, utility coordination details, test results, and all data and recordings.

Collect information of all underground facilities being installed under this Project.

Perform necessary soil resistivity and chemical analysis of such locations to determine protective measures that may be necessary to safeguard the underground facilities from corrosion resulting from the soil and atmospheric conditions.

Perform soil resistivity measurements at locations of intended ground mats for traction power substations, tie breaker stations and passenger station AC Switchboard Rooms. This information is required at different soil depths to optimize ground mat designs at each location.

Prepare necessary design drawings, indicating locations for the test boxes for measurement of stray currents, installation of cathodic protection equipment and detail for bonding of underground and all reinforced structure for stray current protection. Note the locations of metallic piles or pile casings and other metallic structures and prepare/implement mitigation measures.

Install the approved stray-current and corrosion-control systems; monitor the bonding of rebar/structures during construction in accordance with the requirements of the Design-Build Contract; and perform necessary testing of the completed Project.

Provide cathodic protection equipment for implementation of the proposed corrosion control and stray current protection systems.

Prepare necessary calculations, construction drawings, and specifications for installation of the proposed stray current and corrosion control protection system for review and approval by Contractor. The calculations, installation drawings, specification must be certified by an approved cathodic protection and corrosion control engineer approved for work in Virginia.

C15 Cathodic Protection and Corrosion Control Systems

Furnish and install the stray current and corrosion control protection systems and perform necessary testing of the completed system.

Perform rail-to-earth, rail-to-rail, and insulated-joint resistance testing following the final installation of trackwork.

Perform testing for continuity for all Project structures.

Prepare cathodic protection directory for the as-built section designs.

Attend meetings, conferences and/or provide recommendations in response to questions and coordinate with the utility companies.

Perform post operational survey and tests after the traction power system is under revenue operation and submit a report including recommendations to mitigate any situations that may arise after the Installation.

Respond to comments on the submitted report, revise and resubmit a final report.

Elements of the Project requiring cathodic protection/testing/monitoring includes, but not limited to:

- Underground Piping
- Retaining Walls, Cover Box, Platforms, Tunnels
- Track-to-Earth Resistance Measurement
- Cut & Cover Tunnel, WFC Yard, East & West Portal Tysons Tunnel
- Cathodic Protection Support-Bridges
- Hydraulic Elevators Matrix
- Expansion Joints in the Mined Tunnels

Specifications and Standard Drawings

The following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006).

Note: Related Work Specifications are available upon request.

Spec No.	Specification Title
13110	Stray Current and Cathodic Protection
13115	Corrosion Control System Testing
16060	Grounding and Bonding

**C15
Cathodic Protection
and Corrosion Control Systems**

Standard Drawings

ST-S-007
ST-S-021
ST-S-022
ST-S-023
ST-E-301
ST-E-302
ST-E-303
ST-E-304

C16

Contact Rail and Hardware Supply

Scope of Work

The Subcontractor shall furnish and deliver all contact rail, cover board, insulators and related hardware to the Project to be installed by others. This includes materials, supplies, transportation, supervision, permits, and services, and performance of all operations necessary and required to satisfactorily supply the contact rail and associated hardware, identified below, as modified by Contract Change Order Five (005) and the following:

- The scope of work included in DTP Request for Change (RFC) No. RFC-006 Rev. 2, (25235-000-T07-GAMM-00058), revisions to West Falls Church Yard and Shop.

A. General

Fabricate, supply and deliver materials in compliance with tolerance as specified and validate compliance as required.

Subcontractor shall schedule the supply and delivery of material to meet the Project Schedule. The scope of work includes coordination of the delivery with the Contractor and other Subcontractors working on other parts of this Project in the same area and with the government agencies having jurisdiction over the work.

The Subcontractor shall prepare an execution plan for its work and provide input to the overall Project execution plan.

B. Wiehle Avenue Station 1344+02.98 to STA 726+24.70 IB track (N1) and OB track (N2)

Detail design, engineering, verification, and delivery of all main line, yard expansion and Yard line Extension contact rail, cover board, insulators and related hardware.

Detail design, engineering, verification, and delivery of all main line, yard expansion and Yard line Extension contact rail end approaches, expansion joints, contact rail anchors, and related hardware. The contact rail system and all appurtenances to be coordinated with design drawings and specifications.

All contact rail hardware required for special trackwork installation is included. This encompasses special trackwork wood switch timber on ballasted track and aerial and tunnel direct fixation special trackwork.

Supply bolts and related hardware needed to attach contact rail, cover board, insulators contact rail end approaches, expansion joints, and contact rail anchors to the tie extender or contact rail tie. Tie extenders will be provided by others.

C16

Contact Rail and Hardware Supply

This includes Management, engineering, supply and delivery of contact rail system and all appurtenances for ballast track and direct fixation track including structures and tunnels.

Contact rail system and all appurtenances shall be delivered ready for installation and assembly without welding or other extra ordinary requirements. Pre curved contact rail when required is the responsibility of the supplier.

Factory Testing of materials, inspection and delivery activities are the responsibility of the supplier.

C. Orange Line Tie-in Area 1: STA 475+50 to STA 498+38.89

In addition to the scope defined in B., above:

1. Coordinate with Contractor a detailed supply and delivery plan, including sketches for all special trackwork installation, specifically a new No. 10 Double Crossover and two No. 15 turnouts (LH&RH).
2. Supply all contact rail system and all appurtenances and materials not specifically excluded.
3. Contact rail and appurtenances will be provided for approximately 120 feet of existing tracks 1 and 2 between the crossover and new turnouts and existing tracks Removal and ballast for installation of special trackwork.

D. Yard Extension Area 2 : STA776+18.47(N3) to STA 765+13.92 (N3) and continuing to STA8+78.99(YL3) to STA 0+00 (YL3)

Same as B., above.

E. Storage Track Area 3 : STA 11+11.07(to end STATION of storage tracks 6A through 6H)

Contact rail system and all appurtenances for new tracks as per DTP Request for Change RFC-006 Rev. 2, 25235-000-T07-GAMM-00058, as depicted on Attachment 1 25235-000-GPC-GARC-00006.

Work Not Included

1. The scope of work does not include installation of the contact rail.
2. The track installer Subcontractor will provide all other materials needed for ballasted and DF track construction, including field welds, emergency guard rails, guard rails and any miscellaneous track materials.

C16
Contact Rail and Hardware Supply

3. Cables, contact rail heaters, clips, bolts and other hardware needed to make cable and/or other attachments to the contact rail are excluded from the scope of this package.

Specifications

Unless noted otherwise, the following specifications reflect the versions identified in the Addendum to the WMATA Standard Technical Specifications, 100% PE Design Submittal (February 2006).

Applicable specifications are also included as part of this document:

Spec No.	Specification Title
03480	Concrete Cross Ties and Fastenings
05651	General Track Construction
05652	Ballasted Track Construction
05653	Direct Fixation Track Construction
05654	Special Trackwork Construction -Ballasted
05655	Special Trackwork Construction -Direct Fixation
05657	Direct Fixation Rail Fasteners
05658	Track Appurtenances and Other Track Material
05659	Special Trackwork
05661	Contact Rail and Appurtenance for Traction Power
06130	Timber Ties
13115	Corrosion Control System Testing
16060	Grounding and Bonding
16127	Contact Rail System Installation

**C17
Wiehle Avenue Replacement Parking**

This item is deleted from the Design Build Contract per Contract Change Order Eight (008).

Exhibit 15.2.8
CONTRACTOR'S PRICE SUMMARY AND CERTIFICATIONS

RECITALS

All capitalized terms used herein have the same meanings as set forth in the Definitions included at Exhibit 1.1 to the Contract.

WHEREAS, Owner and Contractor agree that Owner desires to obtain an adequate measure of price protection by understanding: (1) the process by which Contractor prepared the Fixed Price Proposal and the Final Fixed Price Proposal ("Proposals"), and (2) the Pricing Documents;

WHEREAS, Owner and Contractor agree that the following documents meet the objective stated in the first Whereas clause above, with the Contractor's Price Summary that is follows these Recitals describing: (a) the process by which Contractor developed the Proposals; (b) the Pricing Documents and a detailed Index of the Pricing Documents, included herewith as Attachment 1 this Exhibit 15.2.8; and (c) a Certification executed by Contractor relative to this Exhibit 15.2.8 and Pricing Documents;

WHEREAS, consistent with a typical open book approach used in commercial construction contracting, Contractor has granted Owner and its representatives access to the Pricing Documents it used in establishing the Proposals; and

WHEREAS, Owner and Contractor agree that Contractor will certify that the Price Summary attached hereto was developed in good faith and is true and accurate to the best of Contractor's knowledge and belief, and that Contractor has, to the best of its knowledge and belief, included in its submissions to Owner through the Fixed Price Proposal Pricing Date all Pricing Documents Contractor used in establishing the Proposals;

NOW THEREFORE, in consideration of these mutual promises and undertakings, and as a material representation and inducement for Owner to enter into the Contract, Contractor, by the undersigned duly authorized officer or director, makes the representations and certifications that follow regarding the Proposals, which includes all prior proposal submissions incorporated therein by reference.

CONTRACTOR'S PRICE SUMMARY

I. Overview

This Summary provides certain details regarding how Contractor established the Proposals and the contents of the Pricing Documents. Additional information is reflected in Attachment 1 hereto, which is a detailed Index of the Pricing Documents, and extensive detail is contained in the Pricing Documents themselves.

Pursuant to the requirements of the Comprehensive Agreement, Contractor submitted a Fixed Price Proposal for the Design-Build services for the Dulles Corridor Metrorail Project-Extension to Wiehle Avenue. The submittal process began in mid-December 2006 and culminated on March 28, 2007, when the Owner and Contractor executed the MOU that recorded the substantive agreement reached by the parties regarding the terms of the Design-Build Contract, including but not limited to the Contract Price and Scheduled Substantial Completion Date. Contractor submitted a number of transmittals of Pricing Documents and/or proposal information to the attention of Owner's representative, Mr. Eric Carey, MWAA, on December 18, 2006; January 18, 2007; February 8, 2007; and February 28, 2007. The transmittal binders are appropriately labeled and identified in the detailed Index attached hereto (along with the Insurance/Revised Insurance Proposal). We describe below details regarding how Contractor developed its pricing submittals, the information in Contractor's possession available from subcontractors and suppliers, and also a summary of the estimating process that was used to establish the Proposals.

The Proposals, the Pricing Summary and Certification below pertain to the price and work scope to which the parties agreed, as reflected in the MOU; both that price and the Pricing Summary and Certification exclude the Allowance Items (See items 32 of the attached Index).

A. Documentation

Contractor has, to the best of its knowledge and belief, provided to the Owner and its representative, Carter Burgess, in its pricing submittals, and will again for escrow as part of its Pricing Documents, the Pricing Documents Contractor used in establishing its Proposals. These documents include, but are not limited to, the following:

- (a) Contractor provided Proposals for the Work to be performed under the Design-Build Contract, excluding Allowance Items (the "Fixed Price Work") that was fully loaded containing all soft costs, hard costs, unit prices and quantities associated with the design and construction of the Dulles Corridor Metrorail Project - Extension to Wiehle Ave. The Proposals were based on and in accordance

- with the 100% complete Preliminary Engineering Plans and Specification. Additionally, at the direction of Owner, open technical issues and/or proposed scope revisions, known as "Open Items", introduced by Owner or third parties after the acceptance of the 100% complete Preliminary Engineering Plans and Specifications, were priced separately on a firm fixed price basis. (See items 9, 16 and 19 of the attached Index).
- (b) A Project Schedule for the performance of the Work was developed and provided, which included a Scheduled Substantial Completion Date and a Liquidated Damages Date. The Project Schedule was reviewed and commented on by Owner, and other agencies. Revision 4 was the applicable version of the Project Schedule as of the Fixed Price Proposal Pricing Date. (See item 16 of the attached Index).
 - (c) Contractor provided an escalation formula in the event that Final Design Notice to Proceed, Utility Relocation Notice to Proceed, and/or Full Notice to Proceed is delayed. (See item 16 of the attached Index).
 - (d) Contractor provided an itemized description of the cost to perform the Work separated into a pre-approved work breakdown structure that permitted understanding of direct labor, repair labor, equipment ownership and operations, expendable materials, permanent materials, subcontractor costs, equipment costs, indirect costs, contingencies, escalation, taxes, overhead and fee. (See items 1-16, 19-21 and 24-31 of the attached Index).
 - (e) Contractor made available to Owner and its representatives all assumptions, scopes of work, quantity takeoffs, rates of production and progress calculations and quotes from subcontractors and suppliers used to establish its Proposals. (See items 1-16, 19-21 and 24-31 of the attached Index).

II. Description Of Specific Aspects Of The Pricing Process and Contractor's Pricing Documents

A. Specific Price Elements Relative To Contractor's Effort

1. Labor Rates

- (a) The craft labor wages are derived from current local Heavy Highway labor union agreements (year 2007) for Fairfax County.
- (b) Pricing was calculated to attract the number of qualified craft labor workers required to perform the Work. Based on a preliminary

labor survey of the local market, the Proposals include a 10% incentive premium added to the base rate for carpenters, ironworkers, electricians, and operating engineers. An additional allowance for living expenses was added to foreman wages.

2. Production Rates

- (a) Contractor based its production rates for civil works upon a "bottoms up" crew-based analysis of the basic work elements (i.e. erect and strip forms, pour concrete, excavate footings, etc.). In determining production rates, qualifying factors such as means and methods, access to work area, available work within work area, and traffic restrictions were considered. (See items 9, 16, 19, 21 and 26 of the attached Index).
- (b) Production rates for electrical work in many cases were derived from current NECA (National Electrical Contractors Association) figures.

3. PM/CM and Final Design

- a. The final design and program/construction management staffing plans were developed from organizational charts of each function/department and the Project Schedule. Contractor provided complete staffing plans for each Function/Department. (See items 1, 2, 5 and 7 of the attached Index).
- b. The salaries utilized in the pricing are based on the current 2006 rates and include payroll additives.

4. Overhead and G&A Rates

Contractor used the overhead rate model it has previously used for forecasting DCAA rates for developing its forecasted overhead and G & A for 2007. The 2007 forecasted overhead and G & A rates were used in pricing the overhead portion of the Final Fixed Price Proposal.

Contractor provided overhead rates based on historical data and also discussed the process for forecasting overhead and G & A rates to provide assurance that the rates used in establishing the Final Fixed Price Proposal were comparable to the historical rates and for preliminary forecasts of rates in 2008 and 2009. This information was presented to Owner's auditor on March 29, 2007. Contractor explained that as of the Fixed Price Proposal Pricing Date, the last audited rates available were the 2003 rates and that the 2006 audit is still being completed. Supporting documentation included (See Items 27, 29, and 31 of Index):

- Spreadsheets detailing the Bechtel Multiplier Calculation
- Binfra's Forward Pricing Rate (FPR) Analysis for the Dulles Project for years 2007, 2008 and 2009. Only 2007 were official rates given to DCAA. Bechtel does not issue out years until the middle of the current fiscal year. An internal assessment on the 2008 and 2009 was done and used in the Dulles Project estimate. The internal assessment was based on the current firm jobs including the Dulles Project.
- Bechtel Group's FY 2004 and FY 2005 Final Incurred Costs Rates
- Certificates of Final Indirect Costs FY 2004 and FY 2005.
- 2006 FPR was provided.
- PowerPoint presentation explaining Contractor's Methodology for calculating Overhead and G & A rates

During the initial development of the Fixed Price Proposal, the non-manual pricing was developed based on the Dulles Transit Partners Limited Liability Company (LLC) Operating Agreement in place at the time. Based on this agreement, Bechtel's participation was estimated at approximately 70% of the total LLC non-manual staffing and Washington Group International at approximately 30%.

During the latter stages of the negotiations with Owner, Washington Group International decided to amend its participation in the LLC. As a result, the non-manual staffing was re-estimated to reflect the proposed agreement. For engineering, Washington Group International's participation was estimated at 20% of the design staffing cost. For Project Management and Construction Management (PM/CM), WGI's participation was estimated at 5%. In addition, as part of the effort covered by the Proposals, Washington Group International would provide staffing under a technical services subcontract. Therefore, WGI's overhead was removed from DTP's overhead line item in the Final Fixed Price Proposal and treated as part of WGI's subcontractor cost, with the Overhead treated as a percentage of the direct technical labor and not as a percentage of construction cost. This methodology is consistent with the approach taken in the Proposals for other services subcontractors.

5. Payroll Taxes

- (a) Craft worker payroll taxes are based upon statutory rates mandated by federal, state, and local governments.

- (b) *Non-manual taxes are based on the statutory rates mandated by federal, state, and local governments.*

6. Insurance and Bonds

- (a) Contractor provided a Contractor Controlled Insurance Program (CCIP) proposal to Owner to meet the insurance obligations of the Design-Build Contract. The CCIP includes: General Liability, Builder's Risk, Contractor's Equipment Insurance, Automotive Liability, Railroad Protective, Workers Compensation Insurance, and Owners Protective Insurance. The cost for the CCIP was established based on quotes from insurance providers and are summarized in the Pricing Documents. (See Items 11 and 13 of the attached Index).
- (b) Contractor also provided Owner with a proposal for pricing of the performance and payment bond and the warranty bond. The proposal was based on quotes received from Bechtel Risk Management and provided to the Contractor for inclusion in the Proposals. The bonds include a payment and performance bond and warranty bond. Subcontractor pricing includes 100% performance bonding. (See Items 11 and 13 of the attached Index).

7. Contingency

- (a) Contractor conducted a detailed contingency and risk analysis. Each element of contingency and risk was analyzed as was the degree to which it was likely to occur, timing considerations, and potential magnitude. Based on this analysis, Contractor established an overall amount attributable to contingency and risk, which it included in its Proposals. (See Item 10 of the attached Index).

8. Escalation

- (a) Craft labor was evaluated upon either the past record of escalations experienced for that particular trade, in cases where labor agreements are to expire in 2007, or the increases agreed to in current labor agreements in cases in which the agreements will extend beyond 2007.
- (b) Non-manual labor escalation was based on historical Bechtel BSII Government Estimating System rates and supported by recent historical trends.

- (c) Construction equipment escalation was based on aggregate performance of Bureau of Standards historical indices for equipment.
- (d) Material escalation was based on an evaluation of Bureau of Labor Statistics, Engineering News-Record, and Global Insight indices.
- (e) Subcontractor escalation was either provided in the subcontractor quotes or calculated based on Contractor's evaluation of the blend of craft labor, equipment, and material escalation associated with the applicable work package in accordance with the methodology described above.
- (f) All escalation was exclusive of Index items identified in Exhibit 14.1.3.

9. Taxes

- (a) Sales/Use, Gross Receipt, and BPOL Taxes are based upon statutory rates mandated by the State, and local governments. (See items 9 and 16 of the Index).
- (b) Sales tax has not been applied to permanent materials and equipment.

B. Potential Subcontractors, And Equipment And Material Suppliers

1. General Approach

- (a) Contractor has not executed any formal subcontract commitments or other purchasing agreements in support of the effort for the Proposals. It did, however, in formulating the Proposals, conduct extensive solicitation of potential subcontractor, materials and equipment bid and quotation information. Contractor has provided in the Pricing Documents it submitted with the Proposals the last revision of all bids or quotations it received from outside sources for all 28 work packages. These are listed in the attached Chart (Dulles Corridor Metrorail Project – Chart of Contractor Processes in Soliciting Proposals and Pricing from Potential Subcontractors, and Materials and Equipment Suppliers; Attachment 2 hereto). Contractor also provided with its Pricing Documents detailed evidence and relevant documentation regarding the processes and analysis described below.
- (b) Contractor employed a detailed approach to soliciting pricing data and information from potential subcontractors and suppliers. It made no distinction between subcontractors and suppliers in this

regard. Contractor endeavored wherever feasible to solicit pricing proposals or quotes from multiple sources, taking into account such factors as the magnitude of the anticipated effort, Contractor's obligation to involve Disadvantaged Business Enterprises in the project, and market conditions. These and other factors led to an outsourcing pricing process that can be understood by reference to three categories, as reflected in the attached Chart: 1) work packages in relation to which Contractor was able to obtain "Formal" pricing proposals or quotations ("Formal Pricing"); 2) work packages in relation to which Contractor was able to obtain "Less Formal" pricing proposals or quotations ("Less Formal Pricing"); and 3) work packages for which it was not practical for Contractor to solicit meaningful pricing proposals or quotations, called "Estimated" pricing.

(c) Formal Pricing Proposals or Quotations

- (i) As the attached Chart shows, Contractor sought pricing input from outside sources relative to 28 discrete work packages. Contractor attempted, to the extent feasible, to obtain Formal Pricing from all potential sources, without regard to whether or not the item would be a subcontracted item or a materials or equipment purchase or lease. Contractor succeeded in obtaining Formal Pricing for 11 of the work packages. The basic steps in the process are set out below.
- (ii) Contractor sent pre-qualification letters to many potential sources for each work package. The letters sought basic information about the outside sources' capabilities and interest in responding to the specific need.
- (iii) In most cases, multiple sources responded to the pre-qualification inquiry.
- (iv) Contractor assessed the responses and then prepared quotation packages for the work to be covered that included among other provisions, a schedule, engineering drawings, specifications, work scope and quantities, terms and conditions, and other items. Contractor sent work packages to those sources whose pre-qualification responses indicated both an interest in responding and a meaningful capability to respond.
- (v) In most, but not all cases, more than one potential source responded with a proposal or quotation. Where a response was relatively complete and credible, Contractor engaged

in discussions and meetings with the potential source, to clarify existing and revised requirements and the source's capabilities.

- (vi) Contractor then solicited revised proposals and pricing from the potential sources.
- (vii) Where more than one potential source had responded with a complete and meaningful submission (for example, the tunnel, drilled shafts, and fencing), Contractor performed a best value analysis to determine which potential source's proposal would provide the best value to Contractor and Owner. Contractor then used in its Proposals the price of the source whose submission represented the best value. The only exception to the foregoing is the work package for caisson installation. In Contractor's judgment, the potential subcontractor who submitted the lowest price is not capable of performing the entire scope of the work package. However, in order to give Owner the benefit of the lowest possible price for the Final Fixed Price Proposal, Contractor divided the caisson package into two parts and the lowest pricing for twenty-five percent (25%) of the work and the second lowest pricing for the remaining seventy-five percent (75%). Where only one source responded, Contractor used that source's price in its Proposals after assessing the reasonableness of the price given the parameters of the work scope and market conditions.
- (d) As discussed above, Contractor was able to obtain Formal Pricing for the equipment purchases and rentals as well as for many subcontractor work packages. Equipment rates for long term duration (> 18 months +/-) pieces were based upon a buy/salvage approach. Equipment rates for short term duration (< 18 months +/-) pieces were based upon representative local third party rental rates. Operating costs were developed from vendor inputs and Contractor's classification of use.
- (e) Less Formal Pricing Proposals or Quotations
 - (i) Contractor solicited Formal Pricing from outside sources to the extent possible, using pre-qualification procedures for many work packages, assessment of responses thereto, preparation of complete work packages, and receipt of responses from potential sources.

- (ii) Contractor met with potential sources that responded and attempted to clarify ambiguities and omissions. Contractor then solicited revised pricing where appropriate.
 - (iii) For some work packages, Contractor was unable to obtain Formal Pricing. More than one reason for this situation emerged, but these reasons essentially related to a potential source's inability or unwillingness to provide Formal Pricing for one or more elements of a work package. This prevented Contractor from performing a best value analysis of the pricing proposals received and selecting a price to include in its Proposals, as it did when potential sources provided Formal Pricing. Rather, for these work packages, Contractor considered all meaningful pricing received and included in its Proposals realistic best value prices based on its expert evaluation.
 - (iv) Contractor provided to Owner with its Pricing Documents the last revision of the pricing proposals it received from *all* potential sources, not only for the Formal Pricing work packages, but also for the Less Formal Pricing as well.
- (f) Estimated Prices
- (i) For five of the 28 outsourcing work packages, Contractor decided that it was not practical to solicit meaningful proposals from potential sources. These items are listed in the "Estimated" column of the attached Chart and show no outside sources responding. The decision not to solicit pricing proposals from outside sources derived from different reasons, but always related to uncertainties regarding the work packages. For example, Contractor did not solicit proposals from outside sources for the concrete pumping requirements. Contractor does not know whether it may turn to an outside source for this need or may purchase a pump itself. For other work packages, such as waterproofing, the design and potential work scope are not sufficiently developed to permit solicitation of meaningful pricing proposals from potential sources.
 - (ii) For these five work packages, Contractor used its expert estimating judgment to price the items in its Proposals.

June 19, 2007

**CONTRACTOR CERTIFICATION OF PRICE SUMMARY
AND PRICING DOCUMENTS**

The undersigned duly authorized director or officer of Contractor hereby certifies that, as of May 1, 2007: (1) to the best of my knowledge and belief, Contractor's Price Summary was developed in good faith and is true and accurate, (2) to the best of my knowledge and belief, Contractor has submitted to Owner all the Pricing Documents Contractor used in establishing its Fixed Price Proposal and Final Fixed Price Proposal, either (a) on or before the Fixed Price Proposal Pricing Date, by inclusion in its Fixed Price Proposal and/or Final Fixed Price Proposal, including any previously submitted proposals incorporated by reference therein, or (b) after the Fixed Price Proposal Pricing Date, in confirming, supplemental submissions to Owner, and (3), to the best of my knowledge and belief, the Pricing Documents are current, accurate and complete.

For the purposes of this Certification:

"current, accurate" means, as to each of the Pricing Documents, that it is: (a) the version of that Pricing Document used in establishing its Fixed Price Proposal and Final Fixed Price Proposal; (b) contains information Contractor used in establishing its Fixed Price Proposal and Final Fixed Price Proposal; and (c) is a true copy of that Pricing Document; and

"complete" means that the Pricing Documents submitted to Owner are all the Pricing Documents Contractor used in establishing its Fixed Price Proposal and Final Fixed Price Proposal.

DULLES TRANSIT PARTNERS, LLC

a Virginia Limited Liability Company

by

Signature: George B MorschauserPrinted Name: George B MorschauserTitle: Project Executive DirectorDate of Execution: June 19, 2007

Exhibit 22.5.1
FORM OF PERFORMANCE AND PAYMENT BOND

BOND NO. _____

BOND AMOUNT: \$274,000,000.00

KNOW ALL MEN BY THESE PRESENTS, that Dulles Transit Partners, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia ("CONTRACTOR" or "PRINCIPAL") and _____

_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to transact business as a surety within the Commonwealth of Virginia ("SURETY"), are held and firmly bound unto the Metropolitan Washington Airports Authority, and its successors and assigns ("OWNER") in the sum of TWO HUNDRED SEVENTY-FOUR MILLION DOLLARS (\$274,000,000.00), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a contract with the OWNER, dated June 19, 2007, for the Dulles Corridor Metrorail project ("Contract"), and the provisions of the Contract are deemed a part hereof as if said Contract were fully set forth herein.

NOW THEREFORE, if the CONTRACTOR shall at all times duly, promptly, and faithfully perform the Contract and any alteration in or addition to the obligations of the CONTRACTOR arising thereunder, including the matter or infringement, if any, of patents or other proprietary rights, and all guarantees and warranties, including the guarantee and warranty periods established by the Contract, and comply with all of the covenants therein contained, in the manner and within the times provided in the Contract, and promptly makes payments to all persons and entities having a direct contract with the CONTRACTOR, or a direct contract with a Subcontractor having a direct contract with the CONTRACTOR, to supply labor, material, and/or supplies used directly or indirectly by the CONTRACTOR in the prosecution of the Work provided in the Contract (such persons and entities hereinafter referred to collectively as "PAYMENT BOND CLAIMANTS"), and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason or failure so to do, and shall fully reimburse and repay OWNER all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW THEREFORE, subject to the OWNER'S priority described below, all PAYMENT BOND CLAIMANTS shall have a direct right of action under this bond; provided, however, that no claim, suit or action shall be brought by any PAYMENT BOND CLAIMANT after the expiration of one (1) year following the Substantial Completion Date. Any PAYMENT BOND CLAIMANT bringing such a claim, suit or action shall, as a condition precedent to bringing such claim, suit or action, provide written notice thereof to the CONTRACTOR and the OWNER, and the SURETY, prior to paying any claim on this bond, shall give thirty (30) days written notice to the OWNER of its intent to make such payment; provided, however, that the failure of the SURETY to provide such notice shall not affect the SURETY's rights or defenses with respect to such claim.

NOW THEREFORE, a valid claim under this bond asserted by the OWNER shall have priority over a valid claim under this bond asserted by any PAYMENT BOND CLAIMANT.

NOW THEREFORE, on the day following one (1) year after the Substantial Completion Date ("Step-Down Date"), this bond amount shall automatically be reduced to FIFTY MILLION DOLLARS (\$50,000,000), with the understanding that: (a) after the Step-Down Date, only the OWNER, and no PAYMENT BOND CLAIMANT, shall have the right to bring a claim, suit or action under this bond; and (b) such reduced bond amount shall only be applicable to any claims, suits, or actions brought after the Step-Down Date. For the avoidance of doubt, any claims, suits or actions brought against the bond prior to the Step-Down Date shall be subject to the entire bond amount of TWO HUNDRED SEVENTY-FOUR MILLION DOLLARS (\$274,000,000.00), provided, however, that notwithstanding anything to the contrary herein, the SURETY's aggregate liability hereunder shall in no event exceed the sum of TWO HUNDRED SEVENTY-FOUR MILLION DOLLARS (\$274,000,000.00).

NOW THEREFORE, no claim, suit or action shall be brought by OWNER after the expiration of three (3) years following the Substantial Completion Date.

PROVIDED, HOWEVER, that the SURETY, for value received, hereby stipulates and agrees that no change, calculative, or deductive of the Contract, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER that CONTRACTOR and SURETY both agree to add, upon OWNER's request and without additional premium, WMATA as an additional obligee of this bond, with WMATA to be afforded the same rights, and subject to the same limitations, as OWNER under the bond.

PROVIDED, FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of WMATA, as an additional obligee hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

BY _____ (Seal)

Attest

SURETY

BY _____ (Seal)

Attest

NOTE: Date of bond must not be prior to date of Contract. The SURETY on this bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

Exhibit 22.6
GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty") is made as of this 19th day of June, 2007, by Bechtel Systems and Infrastructure, Inc. ("Guarantor") to the Metropolitan Washington Airports Authority ("Owner"), with respect to the obligations of Dulles Transit Partners, LLC, a Virginia limited liability company ("DTP"), under a contract dated June 19, 2007 ("Contract"), by and between Owner and DTP for the Dulles Corridor Metrorail Project. The Contract is hereby incorporated by reference herein. As a condition to entering into the Contract, the Owner has required Guarantor to execute and deliver this Guaranty. Guarantor acknowledges that financial and direct benefits will accrue to Guarantor by virtue of entering into this Guaranty and that such benefits constitute adequate consideration therefor.

ARTICLE 1
GUARANTY

Section 1.01 Guaranty. Guarantor hereby guarantees to Owner, absolutely, unconditionally and irrevocably, that each and every payment and performance obligation and other liability of DTP now or hereafter arising under the Contract, including but not limited to all obligations and liabilities of DTP under any and all representations and warranties made or given by DTP therein, under any and all liquidated or stipulated damage provisions of the Contract and under any and all indemnities given by DTP therein (collectively, the "Guaranteed Obligations") will be promptly paid and satisfied in full when due and without offset, and performed and completed when required.

Section 1.02 Obligations. Except as provided in Section 4.07 below, the obligations of Guarantor hereunder are absolute and unconditional and independent of the Guaranteed Obligations of DTP and shall remain in full force and effect until all the Guaranteed Obligations have been paid, performed and completed in full, irrespective of any assignment, amendment, modification or termination of the Contract.

Section 1.03 No Exoneration. The obligations of Guarantor hereunder shall not be released, discharged, exonerated or impaired in any way by reason of:

- (a) any failure of Owner to retain or preserve any rights against any person;
- (b) the lack of prior enforcement by Owner of any rights against any person and the lack of exhaustion of any bond, letter of credit or other security held by Owner;
- (c) the lack of authority or standing of DTP or the dissolution of Guarantor, DTP, or Owner;
- (d) with or without notice to Guarantor, the amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination of, or failure to assert, any portion of the Guaranteed Obligations, the Contract,

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any rights or remedies of Owner (including rights of offset) against DTP, or any bond, letter of credit, other guaranty, instrument, document, collateral security or other property given or available to Owner to secure all or any part of the Guaranteed Obligations, provided that Guarantor shall have available to it the same defenses, if any, to performance of the Guaranteed Obligations that may be available to DTP based on any such amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination or failure to assert voluntarily made by Owner, except defenses available to DTP under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors;

(e) the extension of the time for payment of any amount owing or payable under the Contract or of the time for performance or completion of any Guaranteed Obligation;

(f) the taking or the omission of any of the actions referred to in the Contract or of any actions under this Guaranty;

(g) the existence now or hereafter of any other guaranty or endorsement by the grantor or anyone else of all or any portion of the Guaranteed Obligations;

(h) the acceptance, release, exchange or subordination of additional or substituted security for all or any portion of the Guaranteed Obligations;

(i) the taking of any action or the failure to take any action which would constitute a legal or equitable defense, release or discharge of a surety;

(j) any bankruptcy, arrangement, reorganization or similar proceeding for relief of debtors under federal or state law hereinafter initiated by or against DTP, any other guarantor of the Guaranteed Obligations or Owner;

(k) any full or partial payment or performance of any Guaranteed Obligation which is required to be returned as a result of or in connection with the insolvency, reorganization or bankruptcy of DTP or otherwise;

(l) the rejection of any contract in connection with the insolvency, reorganization or bankruptcy of DTP;

(m) an impairment of or limitation on damages due from DTP by operation or law in any insolvency, reorganization or bankruptcy proceeding by or against DTP;

(n) failure by Owner, to file or enforce a claim against the estate (either in administration, bankruptcy or other proceedings) of DTP; Guarantor or any other guarantor;

(o) any merger, consolidation or other reorganization to which DTP, Owner or Guarantor is a party;

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(p) any sale or disposition of all or any portion of Guarantor's direct or indirect ownership in DTP, or any other event which results in discontinuation or interruption in the business relations of DTP with Guarantor;

(q) the lack of genuineness, validity, regularity or enforceability of any of the Guaranteed Obligations or the Contract;

(r) the failure of Owner to assert any claim or demand, bring any action or exhaust its remedies against DTP or any security before proceeding against Guarantor hereunder; or

(s) termination of the Contract by reason of DTP's default thereunder.

Section 1.04 Enforcement of Contract and Guaranteed Obligations.

(a) Nothing contained herein shall prevent or limit Owner from pursuing any of its rights and remedies under the Contract, or any provisions thereof. Owner may apply any moneys, property or security available to it in such manner and amounts and at such times to the payment or reduction or performance of any Guaranteed Obligation as Owner may elect, and may generally deal with DTP, the Guaranteed Obligations, such security and property as Owner may see fit. Notwithstanding the foregoing, Guarantor shall remain bound by this Guaranty.

(b) Subject to Section 4.07 below, Guarantor shall be obligated to undertake all curative action which may be agreed upon between Owner and DTP. If, following notice under Section 4.07 below, Guarantor does not use its best efforts to proceed promptly to effectuate such curative action within the directed time, or should no agreement on the curative action be reached with DTP within fourteen (14) days after Owner notifies DTP and Guarantor (under Section 4.07 below) of the need for curative action (or immediately, in the case of emergency conditions), Owner, without further notice to Guarantor, shall have the right to perform or have performed by third parties the necessary curative action, and the costs thereof shall be borne by Guarantor.

(c) Owner may bring and prosecute a separate action or actions against Guarantor to enforce its liabilities hereunder, regardless of whether any action is brought against DTP and regardless of whether any other person is joined in any such action or actions. Nothing shall prohibit Owner from exercising its rights against Guarantor, DTP, any other guarantor of the Guaranteed Obligations, a performance bond or other security, if any, which insures the payment of the Guaranteed Obligations, or any other person simultaneously, or any combination thereof jointly and/or severally.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties. Guarantor hereby represents and warrants that:

(a) Consents. DTP is a limited liability company, and Bechtel Systems and Infrastructure, Inc., is the parent of Bechtel Infrastructure Corporation, which is a member of DTP. Consent of DTP to any modification or amendment of the Contract constitutes knowledge thereof and consent thereto by Guarantor;

(b) Organization and Existence. Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada;

(c) Power and Authority. Guarantor has the full power and authority to execute, deliver and perform this Guaranty, and to own and lease its properties and to carry on its business as now conducted and as contemplated hereby;

(d) Authorization and Enforceability. This Guaranty has been duly authorized, executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor, enforceable against it in accordance with the terms hereof, subject as to enforceability of remedies to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally, as applicable to Guarantor, and to general principles of equity;

(e) No Governmental Consents. No authorization, consent or approval of, notice to or filing with, any governmental authority is required for the execution, delivery and performance by Guarantor of this Guaranty;

(f) No Conflict or Breach. Neither the execution, delivery or performance by Guarantor of this Guaranty, nor compliance with the terms and provisions hereof, conflicts or will conflict with or will result in a breach or violation of any material terms, conditions, or provisions of any law, governmental rule or regulation or the charter documents, as amended, or bylaws, as amended, of Guarantor or any order, writ, injunction or decree of any court or governmental authority against Guarantor or by which it or any of its properties is bound, or any indenture, mortgage or contract or other agreement or instrument to which Guarantor is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or will result in the imposition of any lien upon any of its properties;

(g) No Proceeding. There are no suits or proceedings pending, or, to the knowledge of Guarantor, threatened in any court or before any regulatory commission, board or other governmental administrative agency against Guarantor which could reasonably be expected to have a material adverse affect on the business or operations of Guarantor, financial or otherwise, or on its ability to fulfill its obligations hereunder; and

(h) Contract. Guarantor is fully aware of and consents to the terms and conditions of the Contract.

ARTICLE 3
WAIVERS, SUBROGATION AND SUBORDINATION

Section 3.01 Waivers.

(a) Guarantor hereby unconditionally waives:

(i) notice of acceptance of this Guaranty or of the intention to act in reliance hereon and of reliance hereon;

(ii) notice of the incurring, contracting, amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination of, or of the failure to assert, any Guaranteed Obligation or the Contract;

(iii) demand on Guarantor in the event of default;

(iv) any invalidity of the Contract due to lack of proper authorization of or a defect in execution thereof by DTP, its purported representatives or agents;

(v) demand for payment or performance, presentment, protest and notice of nonpayment or dishonor respecting any Guaranteed Obligation;

(vi) all other notices to which Guarantor might otherwise be entitled, except notice as set forth in Section 4.07 below;

(vii) any demand for payment hereunder;

(viii) the provisions of Sections 49-25 and 49-26 of the Code of Virginia of 1950, as amended; and

(ix) any duty on the part of Owner to disclose to Guarantor any facts Owner may now or hereafter know with regard to DTP.

(b) Guarantor also hereby waives any right to require, and the benefit of all laws now or hereafter in effect giving Guarantor the right to require, any prior enforcement as referred to in Section 1.03(b) above, and Guarantor agrees that any delay in enforcing or failure to enforce any such rights or in making demand on Guarantor for the performance of the obligations of Guarantor under this Guaranty shall not in any way affect the liability of Guarantor hereunder.

(c) Guarantor hereby waives, as against Owner and any person claiming under Owner, all rights and benefits which might accrue to Guarantor by reason of any bankruptcy, arrangement, reorganization or similar proceedings by or against DTP and agree that its obligations and liabilities hereunder shall not be affected by any modification, limitation or discharge of the obligations of DTP that may result from any such proceedings.

(d) Until DTP shall have fully and satisfactorily paid, performed, completed and discharged all the Guaranteed Obligations, Guarantor hereby agrees not to file, or solicit the filing by others of, any involuntary petition in bankruptcy against DTP.

Section 3.02 Subrogation. Until DTP shall have fully and satisfactorily paid, performed, completed and discharged all the Guaranteed Obligations, Guarantor shall not claim or enforce any right of subrogation, reimbursement or indemnity against DTP, or any other right or remedy which might otherwise arise on account of any payment made by Guarantor or any act or thing done by Guarantor on account of or in accordance with this Guaranty.

Section 3.03 Subordination.

(a) All existing or future indebtedness of DTP to Guarantor is subordinated to all of the Guaranteed Obligations. Whenever and for so long as DTP shall be in default in the performance or payment of any Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by DTP to Guarantor without prior written notice to Owner.

(b) Guarantor shall file all claims against DTP in any bankruptcy or other proceedings in which the filing of claims is required or permitted by law, upon any obligation or indebtedness of DTP to such Guarantor, and shall have assigned to Owner all of such Guarantor's rights thereunder to the extent of outstanding and unsatisfied Guaranteed Obligations. If such Guarantor does not file any such claim, Owner is authorized as such Guarantor's attorney-in-fact to do so in such Guarantor's name; or in Owner's discretion, Owner is authorized to assign the claim to, and cause proof of claim to be filed in the name of, Owner or its nominee. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to Owner or its nominee, the full amount payable on the claim in the proceeding before making any payment to Guarantor, and to the full extent necessary for that purpose, Guarantor assigns to Owner all of its rights to any payments or distributions to which it otherwise would be entitled. If the amount so paid is in excess of the Guaranteed Obligations covered hereby, Owner shall pay the amount of the excess to the party determined by it to be entitled thereto.

**ARTICLE 4
MISCELLANEOUS**

Section 4.01 Not Used.

Section 4.02 Enforcement of Guaranty.

(a) The terms and provisions of this Guaranty shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia applicable to contracts executed and to be performed within the Commonwealth of Virginia.

(b) No supplement, amendment, modification, waiver or termination of this Guaranty shall be binding unless executed in writing and duly signed by Owner. No waiver of any of the provisions of this Guaranty shall be deemed or shall constitute a waiver of any other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver unless

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otherwise expressly provided. No failure on the part of Owner to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise of any other right.

(c) All disputes between Owner and Guarantor arising under or relating to this Guaranty or its breach shall be filed, heard and decided in a court of competent jurisdiction in the Commonwealth of Virginia, which shall have exclusive jurisdiction and venue. Guarantor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action or proceedings in such court arising out of or relating to this Guaranty. Guarantor agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Guarantor agrees and consents to service of process by delivery in the manner and to the address set forth in Section 4.03 below. Nothing in this section shall affect the right of Owner to serve legal process in any other manner permitted by law. For the avoidance of doubt, Article 28 of the Contract (Dispute Avoidance and Resolution) is not to be construed as being incorporated into this Guaranty or as being applicable to disputes arising under or relating to this Guaranty or its breach.

(d) The rights of Owner hereunder are cumulative and shall not be exhausted by any one or more exercises of said rights against Guarantor or other guarantors or by any number of successive actions until and unless all Guaranteed Obligations have been fully paid or performed.

(e) Guarantor shall pay to Owner all reasonable out-of-pocket legal fees and other reasonable out-of-pocket costs and expenses (including fees and costs on appeal) Owner incurs by reason of any permitted enforcement by Owner of its rights hereunder, provided that Owner is the prevailing party with respect to a substantial portion of its claim.

(f) THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION OR CLAIM WHICH IS BASED ON, OR ARISES OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY.

Section 4.03 Notices. All notices, demands or other communications under this Guaranty shall be in writing and shall be sent to the other party, at its address specified below (or such other address as a party may from time to time specify by notice given in accordance with this Guaranty), and shall be deemed to have been duly given when actually received by the addressee or when served:

- (a) personally,
- (b) by independent, reputable, overnight commercial courier,
- (c) by facsimile transmission:

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(i) where the transmitting party includes a cover sheet identifying the name, location and identity of the transmitting party, the phone number of the transmitting device, the date and time of transmission and the number of pages transmitted (including the cover page),

(ii) where the transmitting device or receiving device records verification of receipt and the date and time of transmission receipt and the phone number of the other device, and

(iii) where the facsimile transmission is immediately followed by service of the original of the subject item in the manner provided in subsections (a), (b) or (d), or

(d) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, addressed as follows:

If to Owner:

Metropolitan Washington Airports Authority
1 Aviation Circle
Arlington, VA 23218

Attn: Edward S. Faggen, Esq.
Vice President and General Counsel

Fax: (703)417-3917

with a copy to:

Gregory E. Wolfe
Secretary to Board of Directors
Metropolitan Washington Airports Authority
1 Aviation Circle
Arlington, VA 23218

Fax: (703)417-8967

If to Guarantor:

Bechtel Systems and Infrastructure, Inc.
5275 Westview Drive
Frederick, MD 21703

Attn: Thomas Hash
President

Fax: (240)379 - 3186

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Section 4.04 Severability. If any provision of this Guaranty shall for any reason be held invalid or unenforceable, to the fullest extent permitted by law, such invalidity or unenforceability shall not affect any other provisions hereof, but this Guaranty shall be construed as if such invalid or unenforceable provision had never been contained herein.

Section 4.05 Assignment. Neither this Guaranty nor any of the rights, interest or obligations hereunder shall be assigned or delegated by Guarantor without the prior written consent of Owner. This Guaranty and all of the provisions hereof shall be binding upon Guarantor and its successors and permitted assigns and shall inure to the benefit of Owner and its respective successors and assigns.

Section 4.06 No Third Party Beneficiaries. Nothing in this Guaranty shall entitle any person other than Owner and its respective successors and assigns to any claim, cause or action, remedy or right of any kind.

Section 4.07 Certain Rights, Duties, Obligations and Defenses. Notwithstanding Sections 1.02 and 1.03 above, Guarantor shall have all rights, duties, obligations and defenses available to DTP under the Contract relating to waiver, surrender, compromise, settlement, release or termination voluntarily made by Owner, failure to give notice of default to DTP to the extent required by the Contract; interpretation or performance of terms and conditions of the Contract; or other defenses available to DTP under the Contract except those expressly waived in this Guaranty and defenses available to DTP under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors. Action against Guarantor under this Guaranty shall be subject to no prior notice or demand except for fourteen (14) days' prior written notice to Guarantor setting forth the default or breach of Guaranteed Obligation on the part of DTP and demand for payment or performance of such Guaranteed Obligation, provided that immediate action after written notice may be required of Guarantor in the case of emergency conditions.

Section 4.08 Mergers, etc. Guarantor shall not, in a single transaction or through a series of related transactions, consolidate with or merge with or into any other person or sell, assign, convey, transfer, lease or otherwise dispose of any material portion of its properties and assets to any person or group of affiliated persons, unless:

- (a) in case of a merger, Guarantor shall be the continuing corporation; or
- (b) the person (if other than Guarantor) formed by such consolidation or into which Guarantor merges or the person (or group of affiliated persons) that acquires by sale, assignment conveyance, transfer, lease or other disposition a material portion of the properties and assets of Guarantor shall expressly agree to perform all of the obligations of Guarantor hereunder, as a joint and several obligor with Guarantor if Guarantor continues to exist after such transaction, by a writing in form and substance reasonably satisfactory to Owner.

Notwithstanding the agreement by any such person to perform the obligations of Guarantor hereunder, Guarantor shall not be released from its obligations hereunder.

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Section 4.09 Survival. The obligations and liabilities of Guarantor hereunder shall survive termination of the Contract or DTP's rights thereunder due to default by DTP thereunder.

Section 4.10 Headings. The Article and Section headings in this Guaranty are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

Section 4.11 Counterparts. This Guaranty may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

Section 4.12 Entire Agreement. This Guaranty constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. Guarantor agrees to execute, have acknowledged and delivered to Owner such other and further instruments as may be reasonably required by Owner to effectuate the intent and purpose hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the day and year first above written by its duly authorized officers.

Bechtel Systems and Infrastructure, Inc.,
a Nevada corporation

By: Thomas F. Hash

Name: Thomas Hash

Title: President

Date: June 19, 2007

Exhibit 22.6
GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty") is made as of this 1st day of June, 2007, by Washington Group International, Inc., ("Guarantor") to the Metropolitan Washington Airports Authority ("Owner"), with respect to the obligations of Dulles Transit Partners, LLC, a Virginia limited liability company ("DTP"), under a contract dated JUNE 19, 2007 ("Contract"), by and between Owner and DTP for the Dulles Corridor Metrorail Project. The Contract is hereby incorporated by reference herein. As a condition to entering into the Contract, the Owner has required Guarantor to execute and deliver this Guaranty. Guarantor acknowledges that financial and direct benefits will accrue to Guarantor by virtue of entering into this Guaranty and that such benefits constitute adequate consideration therefor.

ARTICLE 1
GUARANTY

Section 1.01 Guaranty. Guarantor hereby guarantees to Owner, absolutely, unconditionally and irrevocably, that each and every payment and performance obligation and other liability of DTP now or hereafter arising under the Contract, including but not limited to all obligations and liabilities of DTP under any and all representations and warranties made or given by DTP therein, under any and all liquidated or stipulated damage provisions of the Contract and under any and all indemnities given by DTP therein (collectively, the "Guaranteed Obligations") will be promptly paid and satisfied in full when due and without offset, and performed and completed when required.

Section 1.02 Obligations. Except as provided in Section 4.07 below, the obligations of Guarantor hereunder are absolute and unconditional and independent of the Guaranteed Obligations of DTP and shall remain in full force and effect until all the Guaranteed Obligations have been paid, performed and completed in full, irrespective of any assignment, amendment, modification or termination of the Contract.

Section 1.03 No Exoneration. The obligations of Guarantor hereunder shall not be released, discharged, exonerated or impaired in any way by reason of:

- (a) any failure of Owner to retain or preserve any rights against any person;
- (b) the lack of prior enforcement by Owner of any rights against any person and the lack of exhaustion of any bond, letter of credit or other security held by Owner;
- (c) the lack of authority or standing of DTP or the dissolution of Guarantor, DTP, or Owner;
- (d) with or without notice to Guarantor, the amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination of, or failure to assert, any portion of the Guaranteed Obligations, the Contract,

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any rights or remedies of Owner (including rights of offset) against DTP, or any bond, letter of credit, other guaranty, instrument, document, collateral security or other property given or available to Owner to secure all or any part of the Guaranteed Obligations, provided that Guarantor shall have available to it the same defenses, if any, to performance of the Guaranteed Obligations that may be available to DTP based on any such amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination or failure to assert voluntarily made by Owner, except defenses available to DTP under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors;

(e) the extension of the time for payment of any amount owing or payable under the Contract or of the time for performance or completion of any Guaranteed Obligation;

(f) the taking or the omission of any of the actions referred to in the Contract or of any actions under this Guaranty;

(g) the existence now or hereafter of any other guaranty or endorsement by the grantor or anyone else of all or any portion of the Guaranteed Obligations;

(h) the acceptance, release, exchange or subordination of additional or substituted security for all or any portion of the Guaranteed Obligations;

(i) the taking of any action or the failure to take any action which would constitute a legal or equitable defense, release or discharge of a surety;

(j) any bankruptcy, arrangement, reorganization or similar proceeding for relief of debtors under federal or state law hereinafter initiated by or against DTP, any other guarantor of the Guaranteed Obligations or Owner;

(k) any full or partial payment or performance of any Guaranteed Obligation which is required to be returned as a result of or in connection with the insolvency, reorganization or bankruptcy of DTP or otherwise;

(l) the rejection of any contract in connection with the insolvency, reorganization or bankruptcy of DTP;

(m) an impairment of or limitation on damages due from DTP by operation or law in any insolvency, reorganization or bankruptcy proceeding by or against DTP;

(n) failure by Owner, to file or enforce a claim against the estate (either in administration, bankruptcy or other proceedings) of DTP; Guarantor or any other guarantor;

(o) any merger, consolidation or other reorganization to which DTP, Owner or Guarantor is a party;

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(p) any sale or disposition of all or any portion of Guarantor's direct or indirect ownership in DTP, or any other event which results in discontinuation or interruption in the business relations of DTP with Guarantor;

(q) the lack of genuineness, validity, regularity or enforceability of any of the Guaranteed Obligations or the Contract;

(r) the failure of Owner to assert any claim or demand, bring any action or exhaust its remedies against DTP or any security before proceeding against Guarantor hereunder; or

(s) termination of the Contract by reason of DTP's default thereunder.

Section 1.04 Enforcement of Contract and Guaranteed Obligations.

(a) Nothing contained herein shall prevent or limit Owner from pursuing any of its rights and remedies under the Contract, or any provisions thereof. Owner may apply any moneys, property or security available to it in such manner and amounts and at such times to the payment or reduction or performance of any Guaranteed Obligation as Owner may elect, and may generally deal with DTP, the Guaranteed Obligations, such security and property as Owner may see fit. Notwithstanding the foregoing, Guarantor shall remain bound by this Guaranty.

(b) Subject to Section 4.07 below, Guarantor shall be obligated to undertake all curative action which may be agreed upon between Owner and DTP. If, following notice under Section 4.07 below, Guarantor does not use its best efforts to proceed promptly to effectuate such curative action within the directed time, or should no agreement on the curative action be reached with DTP within fourteen (14) days after Owner notifies DTP and Guarantor (under Section 4.07 below) of the need for curative action (or immediately, in the case of emergency conditions), Owner, without further notice to Guarantor, shall have the right to perform or have performed by third parties the necessary curative action, and the costs thereof shall be borne by Guarantor.

(c) Owner may bring and prosecute a separate action or actions against Guarantor to enforce its liabilities hereunder, regardless of whether any action is brought against DTP and regardless of whether any other person is joined in any such action or actions. Nothing shall prohibit Owner from exercising its rights against Guarantor, DTP, any other guarantor of the Guaranteed Obligations, a performance bond or other security, if any, which insures the payment of the Guaranteed Obligations, or any other person simultaneously, or any combination thereof jointly and/or severally.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties. Guarantor hereby represents and warrants that:

(a) Consents. DTP is a limited liability company, and Washington Group International, Inc. is the parent of Washington Group International, Inc., an Ohio corporation, which is a member of DTP. Consent of DTP to any modification or amendment of the Contract constitutes knowledge thereof and consent thereto by Guarantor;

(b) Organization and Existence. Guarantor is a corporation duly organized, validly existing and in good standing under the laws of Delaware;

(c) Power and Authority. Guarantor has the full power and authority to execute, deliver and perform this Guaranty, and to own and lease its properties and to carry on its business as now conducted and as contemplated hereby;

(d) Authorization and Enforceability. This Guaranty has been duly authorized, executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor, enforceable against it in accordance with the terms hereof, subject as to enforceability of remedies to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally, as applicable to Guarantor, and to general principles of equity;

(e) No Governmental Consents. No authorization, consent or approval of, notice to or filing with, any governmental authority is required for the execution, delivery and performance by Guarantor of this Guaranty;

(f) No Conflict or Breach. Neither the execution, delivery or performance by Guarantor of this Guaranty, nor compliance with the terms and provisions hereof, conflicts or will conflict with or will result in a breach or violation of any material terms, conditions, or provisions of any law, governmental rule or regulation or the charter documents, as amended, or bylaws, as amended, of Guarantor or any order, writ, injunction or decree of any court or governmental authority against Guarantor or by which it or any of its properties is bound, or any indenture, mortgage or contract or other agreement or instrument to which Guarantor is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or will result in the imposition of any lien upon any of its properties;

(g) No Proceeding. There are no suits or proceedings pending, or, to the knowledge of Guarantor, threatened in any court or before any regulatory commission, board or other governmental administrative agency against Guarantor which could reasonably be expected to have a material adverse affect on the business or operations of Guarantor, financial or otherwise, or on its ability to fulfill its obligations hereunder; and

(h) Contract. Guarantor is fully aware of and consents to the terms and conditions of the Contract.

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ARTICLE 3
WAIVERS, SUBROGATION AND SUBORDINATION

Section 3.01 Waivers.

(a) Guarantor hereby unconditionally waives:

(i) notice of acceptance of this Guaranty or of the intention to act in reliance hereon and of reliance hereon;

(ii) notice of the incurring, contracting, amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination of, or of the failure to assert, any Guaranteed Obligation or the Contract;

(iii) demand on Guarantor in the event of default;

(iv) any invalidity of the Contract due to lack of proper authorization of or a defect in execution thereof by DTP, its purported representatives or agents;

(v) demand for payment or performance, presentment, protest and notice of nonpayment or dishonor respecting any Guaranteed Obligation;

(vi) all other notices to which Guarantor might otherwise be entitled, except notice as set forth in Section 4.07 below;

(vii) any demand for payment hereunder;

(viii) the provisions of Sections 49-25 and 49-26 of the Code of Virginia of 1950, as amended; and

(ix) any duty on the part of Owner to disclose to Guarantor any facts Owner may now or hereafter know with regard to DTP.

(b) Guarantor also hereby waives any right to require, and the benefit of all laws now or hereafter in effect giving Guarantor the right to require, any prior enforcement as referred to in Section 1.03(b) above, and Guarantor agrees that any delay in enforcing or failure to enforce any such rights or in making demand on Guarantor for the performance of the obligations of Guarantor under this Guaranty shall not in any way affect the liability of Guarantor hereunder.

(c) Guarantor hereby waives, as against Owner and any person claiming under Owner, all rights and benefits which might accrue to Guarantor by reason of any bankruptcy, arrangement, reorganization or similar proceedings by or against DTP and agree that its obligations and liabilities hereunder shall not be affected by any modification, limitation or discharge of the obligations of DTP that may result from any such proceedings.

(d) Until DTP shall have fully and satisfactorily paid, performed, completed and discharged all the Guaranteed Obligations, Guarantor hereby agrees not to file, or solicit the filing by others of, any involuntary petition in bankruptcy against DTP.

Section 3.02 Subrogation. Until DTP shall have fully and satisfactorily paid, performed, completed and discharged all the Guaranteed Obligations, Guarantor shall not claim or enforce any right of subrogation, reimbursement or indemnity against DTP, or any other right or remedy which might otherwise arise on account of any payment made by Guarantor or any act or thing done by Guarantor on account of or in accordance with this Guaranty.

Section 3.03 Subordination.

(a) All existing or future indebtedness of DTP to Guarantor is subordinated to all of the Guaranteed Obligations. Whenever and for so long as DTP shall be in default in the performance or payment of any Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by DTP to Guarantor without prior written notice to Owner.

(b) Guarantor shall file all claims against DTP in any bankruptcy or other proceedings in which the filing of claims is required or permitted by law, upon any obligation or indebtedness of DTP to such Guarantor, and shall have assigned to Owner all of such Guarantor's rights thereunder to the extent of outstanding and unsatisfied Guaranteed Obligations. If such Guarantor does not file any such claim, Owner is authorized as such Guarantor's attorney-in-fact to do so in such Guarantor's name; or in Owner's discretion, Owner is authorized to assign the claim to, and cause proof of claim to be filed in the name of, Owner or its nominee. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to Owner or its nominee, the full amount payable on the claim in the proceeding before making any payment to Guarantor, and to the full extent necessary for that purpose, Guarantor assigns to Owner all of its rights to any payments or distributions to which it otherwise would be entitled. If the amount so paid is in excess of the Guaranteed Obligations covered hereby, Owner shall pay the amount of the excess to the party determined by it to be entitled thereto.

**ARTICLE 4
MISCELLANEOUS**

Section 4.01 Not Used.

Section 4.02 Enforcement of Guaranty.

(a) The terms and provisions of this Guaranty shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia applicable to contracts executed and to be performed within the Commonwealth of Virginia.

(b) No supplement, amendment, modification, waiver or termination of this Guaranty shall be binding unless executed in writing and duly signed by Owner. No waiver of any of the provisions of this Guaranty shall be deemed or shall constitute a waiver of any other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver unless

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otherwise expressly provided. No failure on the part of Owner to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise of any other right.

(c) All disputes between Owner and Guarantor arising under or relating to this Guaranty or its breach shall be filed, heard and decided in a court of competent jurisdiction in the Commonwealth of Virginia, which shall have exclusive jurisdiction and venue. Guarantor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action or proceedings in such court arising out of or relating to this Guaranty. Guarantor agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Guarantor agrees and consents to service of process by delivery in the manner and to the address set forth in Section 4.03 below. Nothing in this section shall affect the right of Owner to serve legal process in any other manner permitted by law. For the avoidance of doubt, Article 28 of the Contract (Dispute Avoidance and Resolution) is not to be construed as being incorporated into this Guaranty or as being applicable to disputes arising under or relating to this Guaranty or its breach.

(d) The rights of Owner hereunder are cumulative and shall not be exhausted by any one or more exercises of said rights against Guarantor or other guarantors or by any number of successive actions until and unless all Guaranteed Obligations have been fully paid or performed.

(e) Guarantor shall pay to Owner all reasonable out-of-pocket legal fees and other reasonable out-of-pocket costs and expenses (including fees and costs on appeal) Owner incurs by reason of any permitted enforcement by Owner of its rights hereunder, provided that Owner is the prevailing party with respect to a substantial portion of its claim.

(f) THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION OR CLAIM WHICH IS BASED ON, OR ARISES OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY.

Section 4.03 Notices. All notices, demands or other communications under this Guaranty shall be in writing and shall be sent to the other party, at its address specified below (or such other address as a party may from time to time specify by notice given in accordance with this Guaranty), and shall be deemed to have been duly given when actually received by the addressee or when served:

- (a) personally,
- (b) by independent, reputable, overnight commercial courier,
- (c) by facsimile transmission:

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(i) where the transmitting party includes a cover sheet identifying the name, location and identity of the transmitting party, the phone number of the transmitting device, the date and time of transmission and the number of pages transmitted (including the cover page),

(ii) where the transmitting device or receiving device records verification of receipt and the date and time of transmission receipt and the phone number of the other device, and

(iii) where the facsimile transmission is immediately followed by service of the original of the subject item in the manner provided in subsections (a), (b) or (d), or

(d) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, addressed as follows:

If to Owner:

Metropolitan Washington Airports Authority
1 Aviation Circle
Arlington, VA 23218

Attn: Edward S. Faggen, Esq.
Vice President and General Counsel

Fax: (703)417-3917

with a copy to:

Gregory E. Wolfe
Secretary to Board of Directors
Metropolitan Washington Airports Authority
1 Aviation Circle
Arlington, VA 23218

Fax: (703)417-8967

If to Guarantor:

Richard D. Parry
Senior Vice President and General Counsel
Washington Group International, Inc.
720 Park Boulevard
Boise, ID 83712

Fax: (208) 386-5220

Section 4.04 Severability. If any provision of this Guaranty shall for any reason be held invalid or unenforceable, to the fullest extent permitted by law, such invalidity or

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unenforceability shall not affect any other provisions hereof, but this Guaranty shall be construed as if such invalid or unenforceable provision had never been contained herein.

Section 4.05 Assignment. Neither this Guaranty nor any of the rights, interest or obligations hereunder shall be assigned or delegated by Guarantor without the prior written consent of Owner. This Guaranty and all of the provisions hereof shall be binding upon Guarantor and its successors and permitted assigns and shall inure to the benefit of Owner and its respective successors and assigns.

Section 4.06 No Third Party Beneficiaries. Nothing in this Guaranty shall entitle any person other than Owner and its respective successors and assigns to any claim, cause or action, remedy or right of any kind.

Section 4.07 Certain Rights, Duties, Obligations and Defenses. Notwithstanding Sections 1.02 and 1.03 above, Guarantor shall have all rights, duties, obligations and defenses available to DTP under the Contract relating to waiver, surrender, compromise, settlement, release or termination voluntarily made by Owner, failure to give notice of default to DTP to the extent required by the Contract; interpretation or performance of terms and conditions of the Contract; or other defenses available to DTP under the Contract except those expressly waived in this Guaranty and defenses available to DTP under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors. Action against Guarantor under this Guaranty shall be subject to no prior notice or demand except for fourteen (14) days' prior written notice to Guarantor setting forth the default or breach of Guaranteed Obligation on the part of DTP and demand for payment or performance of such Guaranteed Obligation, provided that immediate action after written notice may be required of Guarantor in the case of emergency conditions.

Section 4.08 Mergers, etc. Guarantor shall not, in a single transaction or through a series of related transactions, consolidate with or merge with or into any other person or sell, assign, convey, transfer, lease or otherwise dispose of any material portion of its properties and assets to any person or group of affiliated persons, unless:

- (a) in case of a merger, Guarantor shall be the continuing corporation; or
- (b) the person (if other than Guarantor) formed by such consolidation or into which Guarantor merges or the person (or group of affiliated persons) that acquires by sale, assignment conveyance, transfer, lease or other disposition a material portion of the properties and assets of Guarantor shall expressly agree to perform all of the obligations of Guarantor hereunder, as a joint and several obligor with Guarantor if Guarantor continues to exist after such transaction, by a writing in form and substance reasonably satisfactory to Owner.

Notwithstanding the agreement by any such person to perform the obligations of Guarantor hereunder, Guarantor shall not be released from its obligations hereunder.

Section 4.09 Survival. The obligations and liabilities of Guarantor hereunder shall survive termination of the Contract or DTP's rights thereunder due to default by DTP thereunder.

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Section 4.10 Headings. The Article and Section headings in this Guaranty are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

Section 4.11 Counterparts. This Guaranty may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

Section 4.12 Entire Agreement. This Guaranty constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. Guarantor agrees to execute, have acknowledged and delivered to Owner such other and further instruments as may be reasonably required by Owner to effectuate the intent and purpose hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the day and year first above written by its duly authorized officers.

Washington Group International, Inc.
a Delaware corporation

By: Richard D. Parry
Name: Richard D. Parry
Title: Senior Vice President and
General Counsel

Date: June 1, 2007

EXHIBIT 23.2
DISADVANTAGED BUSINESS ENTERPRISE
DBE PROGRAM - SUBCONTRACTING PLAN
FOR
AMENDED AND RESTATED DESIGN-BUILD CONTRACT

POLICY STATEMENT

It is the policy of Dulles Transit Partners, LLC ("DTP") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of the this Amended and Restated Design Build Contract ("Design-Build Contract"). DTP's commitment to this policy will be demonstrated by taking necessary and reasonable steps to afford DBEs the opportunity to compete for and perform work on this Design-Build Contract.

PLAN OBJECTIVES

The objective of this plan is to meet or exceed the Owner's overall DBE Participation Goal of 10%. DTP shall use its "good faith" efforts to meet Owner's plan objectives.

PLAN STRATEGY

1. Organization

DTP will designate a DBE liaison officer with responsibility for administering a DBE Subcontracting Plan, and encouraging and promoting the utilization of DBEs in the performance of the Design Build Contract.

2. Subcontracting

Appropriate subcontracting opportunities for DBEs will be established based on the items of work and timeframes for performance of the work. These subcontracting opportunities will be compared with the DBE's qualifications, availability and prior experience with the Owner or WMATA.

3. Implementation

Once specific opportunities for DBE participation are identified, the following guidelines will be implemented to encourage and promote interest in the Project for qualified DBE firms:

- Arrange pre-solicitation or pre-bid meetings at which DBEs can be informed of subcontracting opportunities.

- Advertise in general circulation any subcontracting opportunities on the Project.
- Provide written notice to specific DBE firms that their interest in the Project is being solicited in sufficient time to allow the DBEs to participate in the subcontracting process effectively.
- Follow-up solicitations of interest by contacting potential DBEs to determine any level of interest that they may have in the Project.
- Provide interested DBEs with adequate information about scope of work and the requirements of the Contract.
- Negotiate in good faith with interested DBEs, not rejecting any DBE as unqualified without sound reasons based upon financial aspects and capabilities.
- Make efforts to assist interested DBEs in obtaining bonding or insurance required by the subcontract.
- Make efforts to assist interested DBEs in obtaining the necessary equipment, supplies, or materials or other necessary or related services.
- Utilize available services and community organization in soliciting potential DBE firms.
- Require major subcontracts to include DBE participation at various tier levels as part of the good faith obligation to seek to meet the goal for the Design Build Contract.

PARTICIPATION AND DOCUMENTATION

Firms desiring to participate as DBEs will need to meet the certification requirements of the Owner or other appropriate entities as permitted by 49 CFR Part 26. These DBE firms will need to demonstrate that their certification is current at the time subcontracts are executed.

Once a firm is determined to be a certified DBE, the appropriate dollar value of the work performed will be counted toward the applicable DBE goal. DBE participating will be counted toward meeting the goals established as follows:

- The total dollar value of a subcontract will be counted for DBEs that perform a commercially useful function when they are responsible for the execution of distinct element of the work and carry out their responsibilities by actually performing, managing and supervising the work involved.

- When a DBE firm subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE.
- If materials or supplies are obtained from a DBE manufacturer, supplier or vendor, 100% of the expenditure is counted towards the DBE goals. If materials or supplies are purchased from a DBE regular dealer, only 60% of the cost of the materials or supplies is counted toward the DBE goal.
- Any other permissible basis for counting participation under 49 CFR Part 26.

DTP will, throughout the life of the Project, maintain records sufficient to document and demonstrate its good faith efforts used to identify and award subcontracts to qualified DBE firms. DTP will also provide the Department reasonable documentation to assist in verifying and reporting DBE participation on the Project, including but not limited to Owner required forms and/or attachments (note attachments titles do not necessarily follow a sequential alpha pattern):

APPENDIX A

CONTRACTOR'S CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any time of its establishments and that it does not permit employees to perform services at any locations, under its control, where segregated facilities are maintained. The federally assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating area, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

The information above is true and complete to the best of my knowledge.

Name and Title (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Appendix C

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

The information above is true and complete to the best of my knowledge.

Name and Title (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

S = Subcontractor
regarding MBE/WBE participation will be used for generalized
JV = Joint Venture
purposes and program analysis.)
B = Broker, Agent, Packager
H = Hauler
MFG = Manufacturer

(Information
statistical

Appendix F

DBE CERTIFICATION APPLICATION

The Disadvantaged Business Enterprise (DBE) Program application forms are available for download from the Metropolitan Washington Airports Authority's website at:

**[http://www.mwaa.com/business information/contracting opportunities/ldb e db e certificat
ion](http://www.mwaa.com/business_information/contracting_opportunities/ldb_e_db_e_certification)**

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

APPLICATION FOR JOINT VENTURE ELIGIBILITY

Note: This form need not be filled in if all joint venture firms are DBE firms.

1. JOINT VENTURE NAME AND ADDRESS (Company Name, Address, City State Zip) _____ _____ _____ _____	2. CONTACT PERSON AND TITLE _____ _____ _____ 3. TELEPHONE _____
---	---

4. IDENTIFY THE COMPANIES WHICH COMPRISE THE JOINT VENTURE (DBE PARTNER(S) MUST COMPLETE DBE APPLICATION):

5a. DESCRIBE ROLE OF DBE FIRM IN THE JOINT VENTURE:

b. NATURE OF JOINT VENTURE'S BUSINESS: _____

c. DESCRIBE VERY BRIEFLY THE EXPERIENCE AND BUSINESS QUALIFICATIONS OF EACH NON-DBE JOINT VENTURER:

6. IS THE JOINT VENTURE RESPONDING TO A SPECIFIC AUTHORITY SOLICITATION?
☐ YES ☐ NO IF YES, WHICH ONE?

Page 2 of 3

- a. Profit and Loss Sharing
- b. Capital Contributions, Including Equipment
- c. Other Applicable Ownership Interests

Name	Race	Sex	Firm (and Title)
------	------	-----	------------------

[illegible]

AFFIDAVIT

"The undersigned swear that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operation of the joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide the Metropolitan Washington Airports Authority (the Authority) current, complete, and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the Authority or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Joint Venture (if any)

Names of companies forming Joint Venture

Signature(s)

Name(s)

Title(s)

Date

State

of

County

of

On this _____ day of _____, 20____, before me
appeared (name) _____, to me personally
known, who being duly sworn, did execute the foregoing affidavit, and did state
that he or she was properly authorized by (name of firm)
_____ to execute the affidavit and did so as his
or her free act and deed.

Notary

Public

Commission

Expires

[Seal]

On this _____ day of _____, 20____, before me
appeared (name) _____, to me personally
known, who being duly sworn, did execute the foregoing affidavit, and did state
that he or she was properly authorized by (name of firm)
_____ to execute the affidavit and did so as his
or her free act and deed.

Notary

Public

Commission

Expires

[Seal]

Appendix J

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
INVOICE ATTACHMENT FORM**

Name Of Prime Contractor _____

Contract Name & Number _____

Original Contract Amount \$ _____

Current Contract Amount \$ _____

Invoice Period From _____ Through _____

Actual DBE Participation To Date \$ _____

Current Scheduled DBE Participation \$ _____

Total Original Contracted DBE Participation \$ _____

Contracted Participation _____ %

Payments Received \$ _____

Retainage Withheld \$ _____

Date Submitted _____

Percent Original

#	NAME OF SUBCONTRACTOR	DESCRIPTION OF WORK	* DBE	MBE	WBE	OTHER	MONTHLY CONTRACT INFORMATION				% COMPLETE	DATE
							ORIGINAL SUBCONTRACT AMOUNT	CURRENT SUBCONTRACT AMOUNT	TOTAL PAYMENTS TO DATE	AMOUNT THIS INVOICE		
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
TOTALS												

* PUT AN "X" IN THIS COLUMN ONLY IF SUBCONTRACTOR IS AN AUTHORITY CERTIFIED DBE.

I certify that the information furnished above is correct to the best of my knowledge and represents the current status of the firm's (Prime Contractor) subcontract(s) with the listed firms (Subcontractors) for the designated period covered by this report.

Signed: _____ Date _____ Title _____

This form must be attached to all Invoices submitted by the Prime Contractor.
10/2001

Exhibit K
Page 2 of 2

**DBE PARTICIPATION REPORT
PART II – CUMULATIVE LEDGER**

Name Of Prime Contractor _____

Contract Name & Number _____

Actual DBE Participation to Date

\$ _____

Current Scheduled DBE Participation \$ _____
Percent Scheduled _____

Total Originally Contracted DBE Participation \$ _____
Percent Originally Contracted Participation _____

Total Amount of Contract \$ _____
Number of DBE Ledger Sheets Attached _____

Date Submitted _____ Reporting Period From

Through

LIST IN ALPHABETICAL ORDER

#	NAME OF DBE SUBCONTRACTOR	DESCRIPTION OF WORK	TIER	TYPE	ORIGINAL SUBCONTRACT AMOUNT	CURRENT SUBCONTRACT AMOUNT	CUMULATIVE AMOUNT BILLED	CUMULATIVE AMOUNT PAID
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								

20								
	TOTALS							

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY OFFEROR LIST

(Firm Name)

[illegible]

NAME OF POTENTIAL SUBCONTRACTORS AND SUPPLIERS (Firms providing a Bid or Quote)	ADDRESS CITY & STATE	DBE Y/N	AGE OF FIRM (years)	ANT GR REC

Exhibit 24.1
Designated Representatives

The following are the initial representatives of the Parties:

Owner:


Contracting Officer
Metropolitan Washington Airports Authority
1 Aviation Circle
Arlington, VA 22201
Fax: (703)417-8993

Contractor:


Executive Project Director
Dulles Transit Partners, LLC
1595 Spring Hill Road
Suite 600
Vienna, Virginia 22182-2228
Fax: (703)852-4905