

**Metropolitan Washington Airports Authority**  
**PROCUREMENT AND CONTRACTS DEPT.**  
**AMENDMENT OF SOLICITATION**

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-29-IAD Washington Dulles International Airport 45025 Aviation Drive, Suite 240 Dulles, VA 20166	1A. AMENDMENT OF SOLICITATION NO.	1B. DATED
	<b>RFP-19-11458</b>	<b>May 13, 2019</b>
	2A. AMENDMENT NO.	2B. EFFECTIVE DATE
	<b>One (001)</b>	<b>May 31, 2019</b>

The solicitation identified in Block 1A is amended as set forth in Block 3. Hour and date specified for receipt of offers  is extended,  is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and dated specified in the solicitation or as amended, by one of the following methods: (a) by completing Block 4 and returning copy of the amendment; (b) by acknowledging receipt of this amendment on the Solicitation Offer and Award Sheet, Block 13. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

**3. DESCRIPTION OF AMENDMENT**

The Metropolitan Washington Airports Authority Solicitation RFP-19-11458, entitled “**Design-Build Live Fire Training Facility Improvements Project at Washington Dulles International Airport**” is amended as follows:

1. Section VII – Contract Provisions: #20 INSURANCE: Insurance requirements have changed in its entirety. This contract will be covered by the AVIATION OCIP. Insurance Provision #20 of Section VII is deleted in its entirety and replaced with the attached revised Insurance Provision Section #20.
2. Section III – Price Schedule is revised to include OCIP language and revised as attached.
3. The due date and time remains unchanged at June 14, 2019, no later than 1:00 pm local time.
4. All other terms and conditions of the solicitation remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Block 1A, as heretofore changed, remain unchanged and in full force and effect.

4A. NAME AND TITLE OF OFFEROR	4B. SIGNATURE	4C. DATE

**SECTION VII - CONTRACT PROVISIONS (Amendment One (001))****20 INSURANCE****A. Authority Provided Insurance**

1. AVIATION Owner Controlled Insurance Program. The Authority has implemented an Owner Controlled Insurance Program (AVIATION OCIP) to furnish certain insurance coverage with respect to jobsite work. This contract is covered by the AVIATION OCIP; your participation and that of your subcontractors of any tier is mandatory, unless specifically excluded. It is important to note that the AVIATION OCIP is not intended to cover the Contractor's consultants, suppliers, vendors or materials dealers, nor any fabrication, manufacturing, or operations conducted away from the job site. The AVIATION OCIP coverages do not apply to Contractors or subcontractors of any tier performing work under an excluded contract, or other Contractors or subcontractors deemed to be ineligible for coverage, as defined in Section 3, "Excluded Parties," of the AVIATION OCIP Insurance Manual.
2. AVIATION OCIP Insurance Manual. The AVIATION OCIP Insurance Manual covers projects performed for the Airports and for the Dulles Toll Road. The AVIATION OCIP Insurance Manual is incorporated herein and attached hereto at Section X, Attachment 04. (Note: This manual may be revised from time to time. The latest revision to the manual is available from the "Business Information" section of the Authority's website at <http://www.mwaa.com>.) The AVIATION OCIP Insurance Manual provisions, when read in conjunction with the actual insurance policies, shall control the insurance and claim responsibilities and rights of the parties to this contract. If there is any disagreement or inconsistency between the AVIATION OCIP Insurance Manual and this contract provision, this contract provision shall prevail.
3. Coverage Provided Under the AVIATION OCIP. Refer to the AVIATION OCIP Insurance Manual for coverage details and procedural requirements. The Authority hereby agrees to maintain at its sole expense the following insurance coverage **for all enrolled** Contractors and subcontractors of any tier:
  - a. General Liability (on-site)
  - b. Umbrella/Excess Liability
  - c. Contractor's Pollution Liability
  - d. Builder's Risk
4. Discontinuation of AVIATION OCIP. The Authority reserves the right to discontinue the AVIATION OCIP policies upon forty-five (45) calendar days written notice to the enrolled Contractors and subcontractors. Upon such notice, the enrolled Contractors shall obtain and maintain at the Authority's expense during the performance of the work, all of the AVIATION OCIP coverages specified in Section 4, "AVIATION OCIP Insurance Coverage," of the AVIATION OCIP Insurance Manual. Such replacement coverages shall be consistent with the form, content, limits of liability, and financial strength of insurers as had been previously provided by the AVIATION OCIP, where reasonably commercially available. The Authority will reimburse reasonable replacement costs of such coverages. Written evidence acceptable to the Authority identifying the itemization of insurance costs for the replacement coverages must be provided to the Authority before reimbursement will be made.
5. Contractor Responsibilities. The Contractor and all subcontractors of any tier are required to cooperate with the Authority and the Authority's AVIATION OCIP Insurance Administrator with respect to the administration and operation of the AVIATION OCIP. The Contractor's responsibilities are detailed in the AVIATION OCIP Insurance Manual and shall include, but not be limited to:

- a. Providing necessary contract, operations and insurance information;
  - b. Including the AVIATION OCIP provisions in all subcontracts;
  - c. Notifying the AVIATION OCIP Insurance Administrator of all subcontracts awarded;
  - d. Complying with applicable loss control (safety) and claims reporting procedures and provisions as outlined or subsequently modified in the AVIATION OCIP Insurance Manual and the Construction Safety Manual;
  - e. Completing all necessary insurance applications prior to start of work; and
  - f. Prompt payment of Safety Obligations as detailed in the AVIATION OCIP Insurance Manual.
6. No Release. The carrying of the above described insurance shall in no way be interpreted as limiting the Contractor's liability or relieving the Contractor or subcontractor of any other responsibility under this agreement or any applicable law, statute or regulation.

B. Contractor Provided Insurance

The Contractor and all subcontractors enrolled in the AVIATION OCIP shall maintain the following minimum insurance coverage throughout the contract period. These coverages shall be written by insurance companies possessing a current rating of A-VII or higher from the A.M. Best Company or an equivalent rating service. Contractors should refer to Section 5 of the AVIATION OCIP Insurance Manual for the details of this coverage, including additional insured requirements.

1. Automobile Liability (on-site and off-site)
2. Workers Compensation & Employers Liability (on-site and off-site)
3. Commercial General Liability (off-site)
4. Umbrella Liability (off-site)
5. Professional Liability

C. Premium Reimbursement

The Contractor and subcontractors of any tier shall only be reimbursed their actual premium costs for the contract related to any coverage required by paragraph A.4, Discontinuation of Aviation OCIP. Refer to Contract Provision 04, entitled "Payments - Construction Contracts," paragraph B.5. for specific information concerning reimbursement of premiums.