

**QUESTIONS AND ANSWERS - REPORT NO. 003 - April 15, 2013**

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**Q0202:** *It does not appear that the revision to the contract exhibit listed in answer Q0166 was included in Amendment No. 4.*

**Q0166:** *Please amend the DB Contract to provide that Owner will reimburse Contractor for any deductible required to be paid under the Builder's Risk policy following Substantial Completion, provided any such claim is not due to the negligence of Contractor. During WMATA's testing and commissioning following Substantial Completion, the Contractor should not be responsible for the Builder Risk deductible, where WMATA or a third party is responsible for the damage.*

**Answer:** *Revisions to Contract Exhibit 22.1.1(a) that clarify the terms and conditions for the Builder's Risk Insurance will be provided to Offerors in Final RFP Amendment No. 4.*

**Please provide revised exhibit as stated.**

Answer: The revisions to Exhibit 22.1.1.(s) are shown on Page 25 of Amendment No. 4 in the Adobe file (\*.pdf) posted to the Airports Authority's website and included on the Amendment No. 4 CD that was provided to Offerors.

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**Q0203:** *When conforming the Division 01 General Requirements with the Amendment No. 4 changes, we discovered that Figures A-G listed for Specification 01 11 01 in the Table of Contents are missing. While these documents were issued with the Draft RFP, they were not provided with the Final RFP documents or prior Amendments.*

Answer: The referenced Figures A-G were erroneously omitted from the full set of Division 1 Specifications issued with the Final RFP. The current version (Rev. 0) of each figure will be provided to Offerors with Final RFP Amendment No. 5. There are no changes to these figures from the versions previously issued with the Draft RFP.

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**Q0204: Reference: Form PS, Item 119, Page 3**

**Amendment No. 4 to the Final RFP, ITO Section 6.2 states:**

**"The only Pay Items on Form PS (Price Schedule) that are eligible for payment during such 180-day period are Item 112 (Bonds and Insurance) and Item 119 (General Mobilization and Initial Tasks for the First Six Months Following NTP) and the Proposal Schedule shall be cost-loaded to reflect such Pay Items. Although the Airports Authority's payment obligation for the first 180 calendar days is limited to the sum of Items 112 and 119, Offerors are permitted to cost-load the first 180 calendar days of the Proposal Schedule to an amount not to exceed the sum of \$75 million plus the amounts set forth in Item 112."**

**Item 119 (General Mobilization and Initial Tasks for the First Six Months Following NTP) in the Price Schedule included with Amendment No. 4 still has a Unit Price of \$50 million listed.**

**Please advise as to when a revised Price Schedule reflecting this change will be sent to Offerors.**

Answer: The Price Schedule issued with Amendment No. 4 is the final version that is to be used for the Price Proposal submittal. The maximum payment amount for initial activities during the first six months of the Contract remains \$50 million. In addition, actual premium costs for Performance bonds, Payment bonds, and Contractor's insurance incurred during this period will be paid. The Offeror may elect to cost-load the Proposal Schedule with up to \$75 million for the initial 180 days of the Contract to ensure that the maximum payment amount of \$50 million is earned.

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