

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

MBTA CONTRACT NO. S53CN01

HARVARD STATION BUSWAY

TUNNELS REHABILITATION

ADDENDUM NO. 1

All firms submitting bids for the above project shall amend the original bid documents as follows.

The items set forth herein, whether deletions, additions, or substitutions, are to be included in and form a part of the Bid submitted.

THIS ADDENDUM NO. 1 MUST BE ENTERED IN THE SPACE PROVIDED ON PAGE 00410-3 OF THE FORM FOR BID.

January 23, 2019

By: Steve Poftak
General Manager of the MBTA

NOTICE TO BIDDERS

1. Section 00100 a. **Revise** the date on page 2 of the Notice to Bidders from January 19, 2018 to January 23, 2019.

INSTRUCTIONS TO BIDDERS

1. Section 00200 Instructions to Bidders:
 - a. Article 1.29 A **Delete** "DD" and **Insert** "X."
 - b. Article 1.33 B.1 **Delete** "Suite 5170"
 - c. Article 1.33 C.1.a **Delete** "Suite 5170"

BID FORM AND SUPPLEMENTS

No Change.

CONTRACT AND BOND FORMS

1. Section 00510 Contract and Bonds Forms:
 - a. Delete existing pages 00510-2 to 00510-5 and replace with new pages 5-8 of this Addendum #1.

GENERAL CONDITIONS

1. Section 00700, General Conditions:
 - a. 1.1.A, **Insert** the following definitions as 41 and 42 and renumber the rest of the definitions:
 41. Risk Allowance – An allowance of contingency funds which is included in a line item in the Contract. The use of this allowance is solely at the discretion of the Authority and will be authorized only through execution of a Risk Reallocation.
 42. Risk Reallocation – A document executed and issued to the Contractor by the Authority amending the Contract and reallocating funds from or to the Risk Allowance line item within the Contract without changing the contract value. All Risk Reallocations will be processed in the same manner as Change Orders are processed in accordance with the Authority's most recent manual or guidelines applicable to construction contractor Change Orders. All provisions contained in the Contract applicable to Change Orders shall also apply to Risk Reallocations.
 - b. 3.1, **Delete** item B in it's entirely and insert the following as items B and C:
 - i. B. The MBTA may at any time at its sole discretion unilaterally issue a Risk Reallocation or Change Order to Contractor for any purpose relating to work under this Contract, including without limitation to address any disagreement between the parties regarding the scope or cost of the work, or whether Contractor has performed in accordance with the requirements of the Contract. A unilaterally issued Risk Reallocation or Change Order need not include a consent or acknowledgement by Contractor. Contractor shall proceed immediately as directed in the unilaterally issued Risk Reallocation or Change Order without prejudice to its rights to assert claims for additional compensation or time under Articles 5.19 and Articles 6.8 as applicable.
 - ii. C. Only the Board of Directors, General Manager or Assistant General Manager for Capital Delivery ("AGM") are authorized to approve the award of a contract and issuance of Risk

Reallocations or Change Orders in accordance with the Authority's authorization levels approved by the Board of Directors or its designee(s). The General Manager may delegate the approval of Risk Reallocations or Change Orders to the AGM and the AGM may delegate the approval of Risk Reallocations, Change Orders or Work Directives to individual staff at the Director level or above. Employees of the Authority are not authorized to request work to be performed or services to be provided other than as specified above. The Authority will not accept any responsibility whatsoever for work or services performed for which there is no specific proper authorization.

SUBMITTALS

1. 01300 Submittals
 - a. Delete the existing section in its entirety and replace with the updated section. Revised section is included as pages 9-23 of this Addendum #1.

CONSTRUCTION SPECIFICATIONS

1. 01322 Construction Schedule (Lump Sum):
 - a. 1.10. **Replace** Paragraph D with the following:

D. The first partial payment shall not be made until the Authority returns to the Contractor the **Initial Schedule (90 Day)** as "Accepted as Submitted" or "Accepted as Noted". The first partial payment is limited to costs associated with mobilization which includes insurance and bond. Payment associated with mobilization shall be limited to 3% of the total contract value less the value of allowance items. One-third of the mobilization schedule activity cost (1%) is applied to the first partial payment.

The second partial payment shall be made upon Contractor mobilization to the jobsite, including workforce, field office, and equipment setup at the job site as applicable and submission of the following: Health and Safety Plan, QA/QC Plan and Staffing Plans and shall be limited to one- third of the mobilization schedule activity cost (1%).

The third partial payment shall be limited to pro-rated CPM schedule costs and the remaining one-third of the mobilization schedule activity cost (1%), and shall be made after the **Baseline Schedule** is returned "Accepted as Submitted" or "Accepted as Noted."
 - b. 1.11.A.2. **Replace** the word "third" with "fourth".
2. 10400 Fixed Signage:
 - a. 1.1.A.**Insert** "6. Vinyl signs shall be furnished and installed by the contractor."
 - b. 1.2 A,B,C,D,E,F **Replace** "MBTA Design and Construction" with "MBTA Capital Delivery"
 - c. 1.3 A,B,C,D **Replace** "MBTA Design and Construction" with "MBTA Capital Delivery"
 - d. 1.4 D **Replace** "MBTA Design and Construction" with "MBTA Capital Delivery"
 - e. 1.5 B **Insert** 2. AWS: American Welding Society
 - f. 1.5 C **Replace** "MBTA Design and Construction" with "MBTA Capital Delivery"
 - g. 1.5 F **Replace** entire section with "Welding Standards: Comply with the American Welding Society latest editions of AWS D1.1 "Structural Welding Code- Steel", AWS D1.2 "Structural Welding Code- Aluminum", AWS D1.3 "Structural Welding Code- Sheet Steel", AWS D9.1 Sheet Metal Welding Code", and other applicable provisions.

Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification."
 - h. 1.5 J **Replace** "MBTA Design and Construction" with "MBTA Capital Delivery"
 - i. 2.1 A.4.d **Replace** "MBTA Design and Construction" with "MBTA Capital Delivery"
 - j. 2.1 **Insert** section C and renumber following sections : Vinyl Graphics

- a. Design Communications, Ltd, Boston, MA
 - b. Eastern Sign Industries, Inc., Irvington, NJ
 - c. Signal Sign Co., Livingston, NJ
 - d. Signs + Decal Corp., Brooklyn, NY
 - e. Spectrum Signs Inc., Farmingdale, NY
2. Products
- a. Vinyl graphics products shall be produced with 3M IJ180mC-10 print wrap film and 3M 8991 anti-graffiti vinyl overlay, or approved equal meeting the following requirements:
 - 1) Thickness: Maximum 0.003 inch
 - 2) Service Temperature: -50°F to +200°F
 - 3) Vinyl Wrap Film Surface Finish: Luster
 - 4) Anti-Graffiti Vinyl Overlay: Gloss
 - 5) Vinyl wrap film shall be opaque or transparent. Anti-graffiti vinyl overlay shall be transparent.
 - k. 2.1 F 1.b Replace with “Pecora, 864NST
 - l. 2.2 C **Insert** “Adhered Vinyl Graphics
 - 1. Coordinate dimensions for vinyl graphics with exact supporting panel.
 - 2. Vinyl graphics to wrap all four return legs of backer panel.
 - a. Where new backer panels are to be provided, vinyl graphics shall be installed in the shop.
 - b. Where backer panels are existing, vinyl graphics can be done in the field. Extreme caution shall be taken to minimized exposed edges.
 - m. 3.1 B **Replace** “MBTA Design and Construction” with “MBTA Capital Delivery”
 - n. 3.2 A **Replace** “MBTA Design and Construction” with “MBTA Capital Delivery”
 - o. 3.2 F Insert “Surfaces in which vinyl signage is to be installed shall be free of grease, oil, or any other residue.”
 - p. 3.5 C **Replace** “MBTA Design and Construction” with “MBTA Capital Delivery”

CONSTRUCTION DRAWINGS

None

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

CONTRACT

Clause 1. - This agreement, made this _____ day of _____ in the year two thousand and _____ between the Massachusetts Bay Transportation Authority, and _____, herein called the Contractor.

Clause 2. - Witnesseth, that the parties to this agreement, each in consideration of the agreements on the part of the other herein contained, do hereby agree, the Massachusetts Bay Transportation Authority for itself, and said Contractor for himself/themselves and his/their heirs, executors, administrators and assigns, as follows:

The Contractor agrees to furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work under

MBTA Contract No. **S53CN01, HARVARD STATION BUSWAY TUNNELS REHABILITATION** for a sum not to exceed

_____ (\$ _____)
based upon a schedule of unit, lump sum and allowance bid prices

in strict conformity with the provisions herein contained and of the Notice to Bidders, Bid Form, Supplementary Conditions, Addenda, and Specifications hereto attached and with plans referred to therein. All Specifications, Supplementary Conditions, Plans, Notice to Bidders, Addenda, and Bid Form are hereby specifically made a part of this contract as fully and to the same effect as if the same had been set forth at length herein.

Clause 3. - In consideration of the foregoing premises the Massachusetts Bay Transportation Authority agrees to pay as full compensation for everything furnished and done by the Contractor under this Contract, including all work required but not shown on the plans for the items herein mentioned, and also for all loss of damage arising out of the nature of the work aforesaid, or from the action of the elements (except as excluded in the Standard Specifications, Section 00700, Article 5.19, or the Supplementary Conditions thereto) or from any delay or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description in connection with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set out in the accompanying Bid Form and for all work required, for which there is no item in the Bid Form, such compensation as is provided for in the aforesaid Specifications.

In witness whereof, the said Contractor has/have hereto set his/their hands and seals, and the said Massachusetts Bay Transportation Authority has executed these present by its authorized representatives on the year and day above written.

By _____

_____ Contractor

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

BY:

Steve Poftak
General Manager of the MBTA

APPROVED AS TO FORM:

Susan D. Cobb
Deputy General Counsel, MBTA Contracts and Procurement

(Corporation Form)

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

CONTRACT

Clause 1. - This agreement, made this _____ day of _____, in the year two thousand _____, between the Massachusetts Bay Transportation Authority, and _____ herein called the Contractor.

Clause 2. - Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the other herein contained, do hereby agree, the Massachusetts Bay Transportation Authority for itself, and said Contractor for itself and its successors and assigns, as follows:

The Contractor agrees to furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work under

MBTA Contract No. **S53CN01, HARVARD STATION BUSWAY TUNNELS REHABILITATION** for a sum not to exceed

_____ (\$ _____)
based upon a schedule of unit, lump sum and allowance bid prices

in strict conformity with the provisions herein contained and of the Notice to Bidders, Bid Form, Supplementary Conditions, Addenda, and Specifications hereto attached, and with the plans referred to therein. All plans, Specifications, Supplementary Conditions, Notice to Bidders, Addenda, and Bid Form are hereby specifically made a part of this contract as fully and to the same effect as if the same had been set forth at length herein.

Clause 3. - In consideration of the foregoing premises the Massachusetts Bay Transportation Authority agrees to pay and the Contractor agrees to receive as full compensation for everything furnished and done by the Contractor under this contract, including all work required but not shown on the plans for the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements (except as excluded in the Standard Specifications, Section 00700, Article 5.19 or the Supplementary Conditions thereto) or from any delay or from an unforeseen obstruction or any difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set out in the accompanying Bid Form, and for all work required, for which there is no item in the Bid Form, such compensation as is provided for in the aforesaid Specifications.

In witness whereof, the said Contractor has caused these presents to be signed in its name and behalf and its corporate seal to be hereto affixed by

_____ Its _____

and _____ its _____

thereto duly authorized, and the said Massachusetts Bay Transportation Authority has executed these presents by its authorized representatives on the year and day above written.

By: _____

_____ Contractor

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
BY:

Steve Poftak
General Manager of the MBTA

APPROVED AS TO FORM:

Susan D. Cobb
Deputy General Counsel, MBTA Contracts and Procurement

SECTION 01300

SUBMITTALS

1.1 DESCRIPTION

This Section specifies the general requirements and procedures for preparing and transmitting data to the Engineer for his information, acceptance or approval. Detailed requirements for submittals are specified in applicable Sections of these Standard Specifications and in the Construction Specifications. Early action submittals and special submittal review durations and requirements are described below.

1.2 RELATED SECTIONS

- A. 01322 Construction Schedule

1.3 SUBMITTALS (SHOP DRAWINGS, WORKING DRAWINGS AND MISCELLANEOUS)

A. Definitions

1. Shop Drawings: Original drawings, submitted to the Engineer by the Contractor pursuant to the Work, including, but not limited to: stress sheets, working drawings, diagrams, illustrations, schedules, performance charts, brochures, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or other supplementary plans or similar data which are prepared by the Contractor or a Subcontractor, manufacturer, supplier or distributor, and which the Contractor is required to submit for review and approval by the Engineer.
2. Working Drawings: Contractor prepared plans for temporary structures and facilities. Working Drawings for elements of work which may affect safety of persons or property included but are not limited to Contractor's plans for temporary structures such as decking, temporary bulkheads, support of utilities, and for such other work as may be required for construction but which do not become an integral part of completed project.
3. Miscellaneous Submittals: Those submittals directly related to the work (non-administrative) including quality assurance program, resume of QA Managers, warranties, guarantees, maintenance agreements, maintenance of traffic plan, project photographs, survey data and reports, physical work records, quality testing and certifying reports, record and as-built drawings and data, operating and maintenance manuals, security and protection lists (including keying) and other similar information and materials not defined as shop drawings, working drawings, product data, samples mockups or sample panels.
4. Early Action Submittals: Those submittals which are required to be initiated at contract award and submitted within 21 calendar days from construction NTP due to their time critical nature.

- B. Early action submittals include: Safety, Health and Environmental Plans, Construction Signage Plans, Roadway Slab Installation Procedures, Shotcreting and Crack Injection Procedures, Phase 1 Ceiling Demo Procedures and Installation Submittals, Phase 2 Demo Procedures and Phase 2 Drainage Submittals. These submittals must be submitted within 21 days from NTP. Review time will be limited to 14 calendar days maximum to allow work in phase 1 to begin at

Access Restraint #1.

- C. Within 15 calendar days of receipt of Notice to Proceed, submit to Engineer, Schedule of all submittals required by the contract. Submit schedules for submission of shop drawings, working drawings, mock-ups, sample panels, product literature and miscellaneous submittals in that order of priority which reflects sequence of construction requirements, project schedule logistics, and include anticipated review time that may be required by Contractor and Engineer for these submissions. If complexity of submittal requires more time for review, show approximate extended number of days required. Show all submittals on progress schedules required by Section 01322. Submittal schedules shall contain the following information as a minimum:

1. Submittal number, including revisions.
2. Specification section and paragraph reference.
3. Submittal title and description
4. Date needed to support construction schedule.
5. Date sent to Engineer.
6. Date returned from Engineer
7. Comments. Included within this section will be references to any new RFIs issued as a result, reasons for delay and any other relevant information.

D. General Procedures

Transmit submittals sufficiently in advance of construction requirements to permit a maximum of 30 calendar days for checking and appropriate action by Engineer.

Submit all work related submittals as defined in this Section and as required by Contract Documents on a Transmittal Form: Prepare draft of required transmittal form and submit it to Engineer for acceptance. At a minimum, furnish: transmittal forms sequentially numbered and show contract number, project name, date; names of subcontractors, suppliers, manufacturers, and required specification references; category and type of submittal, purpose, description, distribution record (for both transmittals and submittals) and signature of transmitter.

1. Examine and check submission for accuracy, completeness, and compliance with Contract before delivery to Engineer.

Stamp and sign each submission with following statement: "Having checked this submission, we certify that it conforms to the requirements of the Contract in all respects, except as otherwise indicated."

By reviewing and approving each submittal, Contractor represents that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated information contained within such submittals with requirements of Work and Contract.

Submit one construction material or one drawing per submittal review.

2. Maintain at site of Work a complete up-to-date, organized file of all past and current submittals including an index and locating system, which identifies the status of each submission.
 - a. Assign sequential numbers to each submittal.

- b. Assign new submittal numbers to all re-submissions and cross-reference to previous submittals.

Certify shop drawings, working drawings and calculations as submitted by a professional engineer registered in the Commonwealth of Massachusetts when required by individual Specification Sections. Convey, or be accompanied by, information sufficient to completely explain the structures, machines, or systems described and their intended manner of use. When professional certification is required by Contract requirements, Engineer is entitled to rely upon accuracy and completeness of such calculations and certifications.

3. Engineer's Review and Action

- a. The Engineer will review and approve or take other appropriate action upon Contractor's submittals only for the limited purpose of reviewing for conformance with information given and design concept expressed in Contract requirements. The Engineer's action will be taken as to cause no delay in Work or in activities of Contractor. Review of such submittals is not conducted for purpose of determining accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain responsibility of Contractor as required by Contract. Engineer's review will not constitute approval of safety precautions or, unless specifically stated by Engineer, of any construction means, methods, techniques, sequences or procedures. Engineer's review of a specific item does not indicate approval of entire assembly of which the item is a component.
- b. Time required for review of submittals and resubmittals by Engineer will be a maximum of 30 calendar days, except as otherwise specified.
- c. All Contractors' submittals will be stamped with one of following dispositions

Status Code	Description	Explanation
1	NO EXCEPTIONS TAKEN Work may proceed, provided it complies with Contract.	Approval of shop drawings and samples will be general, but approval is not construed: As relieving Contractor of responsibility for any errors or omissions, including details, dimensions, and quantity of materials; or As approving departures from details furnished by Engineer.
2N	EXCEPTION AS NOTED: Work may proceed, provided it complies with Contract and changes shall be made by Contractor.	Resubmission not required.
2R	Work May Not Proceed on Indicated Parts, Where A Resubmittal Is Required. Work May Proceed On Other Parts.	Partial Approval. Reviewer to clearly indicate sections which require re-submittal
3	REVISE AND RESUBMIT:	Work recognized as not being able to proceed. Revise submittal in accordance with notations thereon and resubmit without delay.
4	For Information Only	

:

- d. Handle re-submissions in the same manner as first submittals. On re-submissions, direct specific attention in writing to revisions other than the corrections on previous submissions. Make any correction required by Engineer.
- e. Failure of any material to pass specified tests is sufficient cause for refusal to consider, under this Contract, further samples of same brand or make of that material. Engineer reserves right to disapprove any material or equipment previously proven unsatisfactory in service.
- f. Samples of various materials on site, stored or in place may be taken by Engineer for testing. Samples failing to meet Contract requirements will automatically void approval of items tested. Replace such materials or equipment to meet Contract requirements. When tests are required, make only one test of each sample. Samples that do not meet specified requirements will be rejected. Additional testing of samples will be made by Engineer at Contractor's expense.

E. Requirements for shop drawings.

1. Shop drawings shall include stress sheets, fabrication details, bending schedules for reinforcing steel, location and details of construction joints in concrete, catalog cuts of equipment or fixtures, wiring or piping diagrams, data sheets and performance curves for electrical, mechanical, or other equipment and any other supplementary data required by the Engineer.
2. Detail drawings for cribs, cofferdams, falsework, shoring, decking, form work, and for other temporary work and methods of construction the Contractor proposes to use, will be required to be furnished. Such drawings shall be subject to review, but details of design will be left to the Contractor who shall be responsible for the safety and successful construction of the Work. Drawings, the original design for which is the responsibility of the Contractor, shall bear the seal of a Professional Engineer registered in the Commonwealth.
3. Shop drawings shall show design, dimensions, connections, and other details necessary to insure that the Contract Documents are accurately interpreted. Shop drawings shall show proper connections with adjoining work in detail. Where adjoining work requires shop drawings, such drawing must be submitted for approval at the same time so that connections can be accurately checked.
4. Shop drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work and amplify design details of mechanical and electrical equipment in the physical spaces in any structure and incorporate minor changes of design or construction details to suit actual conditions. Where separate sections or trades are involved, shop drawings shall be coordinated and where required by the Engineer shall be submitted in composite form (coordination drawings) clearly designating which trade will perform which work; the words "work by others" will not be accepted.
5. All requests for approval of materials and equipment and submissions of drawings shall indicate the corresponding number of the section and paragraph of the Specifications and reference to the Contract Drawing sheet numbers under which each of the above are required, and the Construction Performance Monitoring (CPM) activity number.
6. All shop drawings shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Engineer for approval and shall bear the Contractor's stamp of approval certifying that they have been so checked. Shop drawings submitted without the stamp of approval and certification, or which are

incomplete, contain numerous errors, have not been checked, or have been checked only superficially will be returned unchecked by the Authority for resubmission by the Contractor. The Contractor shall certify: "This shop drawing has been thoroughly checked and complies with the Contract Documents and field measurements and the item fits with adjoining work except as noted."

7. In checking shop drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the shop drawings with the requirements of all other Sections, adjoining materials or trades whose work is related thereto, as required for the proper and complete installation of the work.
8. Nothing in the above shall be construed to hold the Contractor liable for the design of any of the permanent structures.

F. When submitting shop drawings or working drawings for approval or review by the Engineer, the following procedures shall apply:

1. Submit to the Engineer with such promptness as to cause no delay in his work, a pdf document and two paper copies checked and approved by him, of all shop drawings and detail drawings required for the work.
2. The Engineer will make a prompt decision on approval of such Drawings no later than 30 days after submittal; but if such decision requires extended investigation and study, the Engineer will, within 30 days after the receipt of the submission, give the party making the submission written notice of the reason why the decisions cannot be made within the 30 day period and the date by which the decisions will be made.
3. Markings of approval, or of corrections required, will be made on the pdf document by the Engineer and paper copies made by the Engineer for his own use will be at the Authority's expense.
4. If corrections are required by the Engineer, make such corrections and resubmit the drawings, again as a pdf document and two paper copies, to the Engineer for approval. If corrections are still required, the same procedure shall be carried out until the drawings are acceptable.
5. Upon the Engineer's approval, furnish the Engineer with a final pdf document and two paper copies.
6. All items shown on shop drawings shall be clearly identified with their location in the Contract, or by the sheet or detail number in which they appear, in order to facilitate checking by the Authority.

G. Progress Photographs - Progress photographs are required to be taken by the Contractor. Ten 8x10-inch color photographs (including slides of these photographs) of progress and construction operations shall be required each month.

1.4 QUALITY CONTROL

A. SAMPLES AND TESTS

1. Inspection and sampling of materials will be carried out, ordinarily at the source or at the site of the Contract Work in accordance with established policies and procedures of the Authority, but the Authority will not assume any obligation for the inspection and sampling of materials at the source. Responsibility for incorporating satisfactory material in the Work rests entirely with the Contractor.
2. Furnish to the Engineer samples specified in the various specification sections. Prepay shipping charges on samples. Materials or equipment for which samples are required

- shall not be used in the Work until approved in writing by the Engineer.
3. Unless otherwise indicated, submit not less than two identical samples of each type required. Label each sample indicating:
 - a. Name of project and contract number;
 - b. Name of contractor and subcontractor;
 - c. Material or equipment represented;
 - d. Source;
 - e. Name of producer and brand (if any);
 - f. Specification Section, article, and paragraph; and
 - g. Location in project.
 4. Mail, under separate cover, a letter in triplicate submitting each shipment of samples and containing the information required in Article 1.04C of this Section. Enclose a copy of the submittal letter with the shipment and a copy to the Engineer. Approval of a sample shall be only for the characteristics and use named in the submittal and approval, and will not be construed to change or modify any Contract requirement. Before submitting samples, the Contractor shall assure himself that the materials or equipment will be available in the quantities required in the Contract, as no change nor substitution will be permitted after a sample has been approved unless approved by the Engineer in writing.
 5. Approved samples not damaged in testing may be incorporated in the finished work if marked for identification and approved by the Engineer. Materials incorporated in the Work shall match the approved samples.
 6. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under the Contract, any further samples of the same brand, make, or source of that material. The Engineer reserves the right to disapprove any material, which has previously proven unsatisfactory in service.
 7. Samples of various materials or equipment delivered on the site or in place may be taken by the Engineer for testing. Failure of samples to meet Contract requirements will automatically void previous approvals of the item tested.
 8. As soon as possible and a minimum of 35 days in advance of the time when placing of bituminous or Portland cement concrete is expected to begin, deliver to the Authority Laboratory samples and available analysis of concrete ingredients. Quantities of materials, aggregate sizes, cement, admixtures, and bitumens as may be required for the performance of necessary tests and trial mixes will be determined by the Authority's Materials Testing Engineer.

1.5 REQUESTS FOR INFORMATION

- A. Upon discovery of the need for interpretation of the Contract Documents, the Contractor shall prepare and submit a Request for Information (RFI) on the form specified at the end of this Section. RFIs shall not be used to request approval of submittals, request approval of design changes or substitutions, nonconforming conditions, or requests for changes to Contract schedule and/or Quantities.
 1. RFIs shall be issued by the Contractor to the Engineer. RFIs submitted by entities other than the Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the work.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project Name
2. Contract Number
3. Date
4. Name of Contractor
5. RFI Number, numbered sequentially
6. Specification Section number and title and related paragraphs, as appropriate
7. Drawing number and detail references, as appropriate
8. Field dimensions and conditions, as appropriate
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Completion Date or Quantities, Contractor shall state the impact in the RFI.
10. Contractor's signature
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe item needing interpretation.

C. RFI Log: Prepare, maintain and submit a log of RFIs organized by the RFI number containing the following information:

1. Project Name
2. Project Contract Number
3. Name of Contractor
4. RFI number and Revision Indicator
5. RFI Description
6. Date RFI was submitted
7. Date Response Required
8. Date Response Received
9. Date Closed

D. Engineer's Action:

1. Engineer will review each RFI, determine action required and return to the Contractor within 14 days. Any change to the Contract Completion Date or Quantities may result in a change being submitted under Article 2 – Scope of Work of Section 0700 of the General Conditions.
2. Engineer will review RFI and determine if response is a change to contract documents as described above. If a change or substitution is requested, a Design Change Request form must be completed.

1.6 DESIGN CHANGE REQUEST

- A.** The purpose of the Design Change Request is to obtain approval to modify the contract documents. Requester will provide a detailed description of the design change. Attach additional sheets if needed to best describe the situation and forward to the Engineer.
- B.** The Engineer will provide the response and attach any required design change sketches or specification modifications. The Engineer will then forward to the MBTA Project Manager for review and approval by MBTA departments.

1.7 SUBCONTRACTOR ACCEPTANCE REQUEST

As soon as practicable after execution of the contract, the Contractor shall submit to the Authority applications for approval of Sub-Contractors for any part of the work proposed to sublet. All submittals by the Contractor for approval of Sub-Contractors are to be accompanied by a

completed *Sub-Contractor Review Cover Checklist*, and all required documentation listed on checklist is to be submitted along with checklist as a completed package. *Subcontractor Work History Acceptance Form*, and a *Form A - Sub-Contractor Work History*. Forms are to be filled out completely and only these forms may be submitted for approval. Sub-Contractors shall not be allowed to perform work on the project until approved by the Authority. Please refer to Specification Section – 01300- SUBMITTALS, for documents referenced above.

- A. All Subcontracts between the General Contractor and any subcontractor that is utilized by the General Contractor must be submitted to the Authority's Office of Diversity and Civil Rights and Contract Administration upon execution of said contracts. Additional details are provided in Section 00800, Appendix 3- MBTA DBE Provisions.
- B. Additionally, as part of doing business with the MBTA, The Federal Acquisitions Regulation (FR) requires all prospective bidders and subcontractors to be registered in System for Award Management (SAM) prior to award of a contract, basic agreement, and basic ordering agreement or blanket purchase agreement. All General Contractors and subcontractors can refer to the SAM website at (www.sam.gov).
- C. All General Contractors should also be directed to Section 00800- Supplementary conditions, Section A- General, No.1-3 of the FTA Provisions.

1.8 GENERAL

No separate measurement or payment will be made for work required under this Section. All costs in connection therewith will be considered incidental to the item of Work to which they pertain.

END OF SECTION



MBTA Request For Information

RFI No.

CONTRACTOR:

CONTRACT NO.

AFFECTED DOCUMENT (S): SPEC: _____

DWG (S): _____ **OTHER** _____

DESCRIPTION:

JUSTIFICATION:

SIGNATURE:

DATE: / /

RESPONSE:

DESIGNER:

DATE: / /

MBTA PROJECT MGR:

DATE: / /

MBTA DESIGN CHANGE REQUEST (DCR)

DCR No.: _____

Contract No.: _____ Contract Name: _____

Reference Documents: Spec. _____ Dwg. _____ Other _____

DESCRIPTION OF CHANGE AND REASON FOR CHANGE:

(Attach additional sheets as required)

Requested By:
(Signature)

Organization:

Title:

Date:

DISPOSITION:

Design Change Approval:

Engineering Consultant

Date

MBTA Project Manager

Date

Director, QA

Date

Other

Subcontractor Approval Checklist

MBTA Contract # _____ Sub-Contractor _____

Contract Title _____ Prime Contractor _____

Note: All subcontractor approval requests shall be submitted as a complete package with this checklist attached as cover. Submit subcontractor approval request package a minimum of 30 days prior to the commencement of subcontractor work.

Sub-Contractor Approval Form Submissions

- **QA/QC Review (Required)**

- Subcontractor Work History Approval Request Form
- Form A - Work History

- **Contract Administration / ODCR Review (Required)**

Is Subcontractor a DBE? Yes No

- Copy of Subcontractor Agreement executed by both parties.
 - Scope of Work
 - Point of Contact for DBEs / Non-DBEs
 - Appropriate Flow down Clauses / Provisions
 - Schedule of Participation for DBEs
 - Total Contract Commitment amount for DBEs / Non-DBEs
 - Adoption / Implementation of Title VI Program
- EEO Compliance
 - Letter of Intent
 - Original DBE Affidavit
 - **MassUCP DBE**

Contractor confirms all required information listed above is included in package

Contractor Representative

Date

****MBTA Project Manager to review packet for Completeness and Distribute Approval Request Forms to the Appropriate Departments listed above.****

Signed by MBTA Project Manager upon completion of review by appropriate departments

MBTA REVIEW: Approved Not Approved

Reason for Disapproval: _____

MBTA Project Manager

Date

**SUB-CONTRACTOR WORK HISTORY
ACCEPTANCE REQUEST**

Date: _____
Contract No. _____
Contract Title: _____

Sub-Contractor Name: _____
Address: _____
Phone No.: _____
Project Superintendent: _____
Project Superintendent E-Mail Address: _____
Sub-Contractor's Company Tax ID Number: _____
Sub-Contractor's SAM - DUNS: _____ **STATUS:** _____

Scope of Work Specification Section: _____

Scope of Work Description: _____

Estimated Contract Value: \$ _____

Estimated Start Date: _____

Form A – Work History Attached _____

MBTA QA/QC Review:

_____ **Accepted**

_____ **Not Accepted**

MBTA QA/QC

Date

Reason for Non-Acceptance: _____

FORM A

SUBCONTRACTOR WORK HISTORY

Date Project Completed (Month/Year)	Project Title/Location (City, State)	Contract Value (\$)	Description of Work	Client Name/ Phone Number

Sub-Contractor Acceptance Request Instructions

This checklist is to be used by the General Contractors as it relates to submittals and acceptance of all subcontracts that are utilized under any MBTA Construction Contract. This checklist may be used in conjunction to General Conditions and Supplementary Conditions as provided in MBTA Construction Contracts. The General Contractor will be held accountable for ensuring that all its subcontractors at any tier knows and understands all requirements. The prime will be required to ensure that the MBTA provisions and requirements are included in their subcontract agreements with their subcontractors and ensure that the subcontractors accept the same. Please refer to the following referenced provisions:

- General Conditions, Section 00700, Article 6.1 Subletting or Assignment of Contract, Section E and F.
- Specification 01300 – Submittals
- Section, 0800, Appendix No. 3 (DBE provisions)
- 00800 – Supplementary Conditions, - “U.S.A. DOT Federal Transit Administration Contract Requirements”, Section A - General No. 1-3.
- System for Award Management (SAM) - General Contractors must ensure compliance by all subcontractors. Please refer to SAM (www.sam.gov) for instructions (attached)

The general contractor shall submit to the MBTA Project Manager a complete Subcontractor Acceptance Checklist with the Sub-Contractor Work History Acceptance Request, Form A, and copy of the Executed Subcontract. Additional documentation is required for DBE subcontractors. These documents include the letter of intent, Original DBE Affidavit and MassUCP Certified Letter.

1. The Form A Work History must include a minimum of five (5) completed projects finished within the last ten (10) years. The completed projects listed in the Form A shall be relevant to the proposed work, and the project information must be complete and accurate. Both MBTA projects and non-MBTA projects can be submitted for review. The MBTA will only accept the submission of required information on the Form A. **Contractor created work history forms are not accepted.**
2. The Contractor is required to complete the checklist and provide all required documentation in a complete submittal package. First tier sub-contractors including plumbers, HVAC, electricians, painters etc. must be submitted for acceptance. The following second tier sub-contractors must also be submitted for acceptance:
 - A. Structural Steel Fabricators and Erectors
 - B. Miscellaneous Metal Fabricators and Erectors
3. The MBTA Project Manager will distribute each section of the package to the required departments for review and acceptance. The MBTA QA/QC department should be contacted if there are any questions on which sub-contractors should be submitted for acceptance.
4. All sub-contractor acceptance requests must be submitted to the MBTA Project Manager a minimum of 30 days prior to the sub-contractor starting work.
5. The MBTA Project Manager shall review the sub-contractor acceptance request package prior to forwarding to MBTA departments for approval.
6. The package will be reviewed and a decision will be forwarded to the MBTA Project Manager. If the request is not accepted, the general contractor shall make the necessary corrections and re-submit for acceptance.

7. Once accepted, the MBTA Project Manager will forward all sub-contractor acceptances to the MBTA Resident Engineer.
8. If the MBTA Resident Engineer observes an unaccepted sub-contractor starting work, the sub-contractor must stop work, and a Sub-Contractor Acceptance Request must be submitted to the MBTA Project Manager.