

DOCUMENT 00715



INTERIM SUPPLEMENTAL SPECIFICATIONS

(English Units)

DATE: SEPTEMBER 30, 2019

The 1988 *Standard Specifications for Highways and Bridges* and the *Supplemental Specifications dated April 1, 2019* are amended by the following modifications, additions and deletions. These Interim Supplemental Specifications prevail over those published in the Standard Specifications and the Supplemental Specifications.

The MassDOT-Highway Specifications Committee has issued these Interim Supplemental Specifications for inclusion into each proposal until such time as they are approved as Standard Specifications.

Contractors are cautioned that these Interim Supplemental Specifications are periodically updated and may vary from project to project.

DIVISION I

GENERAL REQUIREMENTS AND COVENANTS

SECTION 1.00

DEFINITION OF TERMS

SUBSECTION 1.02 Abbreviations.

(page SUPPLEMENT C2019-1, page 3 English) Add the following abbreviations in alphabetical order:

AAB – Massachusetts Architectural Access Board
ADA – Americans with Disabilities Act

SECTION 2.00

PROPOSAL REQUIREMENTS AND CONDITIONS

SUBSECTION 2.04 Preparation of Proposals.

(page 8, page SUPPLEMENT C2019-4) In the second paragraph from the end replace the words “Expedite Proposal” with the words “electronic proposal.”

SUBSECTION 2.07 Withdrawal of Proposals.

(page SUPPLEMENT C2019-5, page 9 English) Replace the word *mechanical* with the word *mathematical* in the second paragraph.

SECTION 4.00

SCOPE OF WORK

SUBSECTION 4.03 Extra Work (Also see Subsection 4.05).

(page 12) Change the title of this subsection to “Extra Work.”

SECTION 5.00 CONTROL OF WORK

SUBSECTION 5.04 Coordination of Special Provisions, Plans, Supplemental Specifications and Standard Specifications.

(page 17) Replace this Subsection with the following;

5.04 Order of Precedence.

The Contract Amendments, Contract, Referenced Materials, and Supplementary Documents are all essential elements in defining the Work and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide a complete scope of work. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

- (1) Contract Amendments (e.g. Extra Work Orders and Time Extensions)
- (2) Contract (in the following order)
 - a. Addenda including bid questions and responses
 - b. Special Provisions, Detail Sheets and Permits
 - c. Plans
 - d. Interim Supplemental Specifications
 - e. Supplemental Specifications
 - f. Standard Specifications
- (3) Referenced Materials / Supplementary Documents (e.g. geotechnical data, existing bridge plans, Construction Standard Details, Engineering Directives, Standard Drawings for Signs and Supports, Manual on Uniform Traffic Control Devices (MUTCD) with Massachusetts Amendments and Standard Municipal Traffic Code, Standard Drawings for Traffic Signals and Highway Lighting, and American Standard for Nursery Stock).

In the event of conflicts, inconsistencies or discrepancies among the Contract Documents or within any of the Contract Documents, to the extent applicable, the better quality or greater quantity of work, or higher performance requirement shall be provided without change in the Contract Price.

In the event of any discrepancies in the dimensions shown on the contract plans, the order of precedence shall be as set forth below:

- (1) Dimensions shown on plans, unless obviously incorrect
- (2) Calculated dimensions
- (3) Scaled dimensions

Where codes, standards, requirements or publications of public or private bodies are referred to in the Contract Documents, references shall be understood to be to the latest revision in effect on the date of opening of bids, except where otherwise indicated. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

SECTION 7.00

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

SUBSECTION 7.01 Laws to be Observed.

(page 23 English) After the following to the end of this subsection.

E. Invasive Plants.

The Contractor shall ensure that no invasive plant species, as defined and listed by the Massachusetts Invasive Plant Advisory Group, are introduced or spread within or outside the site by construction activities either by improperly cleaned construction equipment or importation of infected materials such as borrow, compost, nursery stock, seed, or hay bales. Corrective measures, if necessary, shall be made by the Contractor as directed by the Engineer. The Contractor shall be solely responsible for all costs associated with ensuring that invasive species are not introduced or spread by construction activities and for all corrective measures required for as long as necessary to eliminate the introduced invasive plant species and prevent reestablishment of same.

F. Architectural Access Board Tolerances

All construction elements associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB).

The Contractor is ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards.

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions.

G. Buy America Provisions.

On Federally-aid projects the Buy America Federal Regulation (23 CFR 635.410) requires that all manufacturing processes for steel and iron to be permanently incorporated in Federal-Aid Highway Construction Projects must occur in the United States. Foreign steel and iron can be used if the cost of the materials does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater. The action of applying a coating to a covered material (i.e., steel and iron) is deemed a manufacturing process subject to Buy America. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to requirements of Buy America.

H. Cargo Preference Act - Use of United States-Flag Vessels.

On Federally-aid projects the work shall comply with the Cargo Preference Act of 1954 and implementing regulations (46 CFR Part 381).

The contractor agrees-

(1) 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, material or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 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 (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SUBSECTION 7.13 Protection & Restoration of Property.

(page 2) Replace the fourth paragraph of this subsection with the following:

Although the plans may indicate the approximate location of existing subsurface utilities in the vicinity of the work, the accuracy and completeness of the information is not guaranteed by the Department. The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. Contact the Dig Safe Call Center by dialing 811 or 1-888-344-7233 or online at www.digsafe.com. The Contractor shall make an investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etcetera, will occur. Live services shall not be interrupted until new services have been provided. All abandoned services shall be plugged or otherwise made secure.

SECTION 8.00 PROSECUTION AND PROGRESS

SUBSECTION 8.01 Subletting or Assignment of Contract.

(page SUPPLEMENT C2019-21, page 38 English) Replace the paragraph just above the last paragraph of this subsection with the following:

(2) Chapter 30, General Laws, Section 39L states: “The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a Contract for the work with, and shall not approve as a Subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with the awarding authority a certificate of the state secretary stating that such corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D.”

SECTION 9.00 MEASUREMENT AND PAYMENT

SUBSECTION 9.06 Prompt Payment to Subcontractors.

(page 48) Add this new subsection.

9.06 Prompt Payment to Subcontractors.

Contractors are required to promptly pay Subcontractors under this Contract within 10 business days from the receipt of each payment the Contractor receives from the Department. Failure to comply with this requirement may result in the withholding of payment to the Contractor until such time as all payments due under this provision have been received by the Subcontractor(s) and referral to the Prequalification Committee for action which may affect the Contractor’s prequalification status.

