

# Massachusetts Bay Transportation Authority

## Specification for Sale of Obsolete Rail Cars

### January 13, 2020

The MBTA is selling seven (7) rail cars on an "as is" and "where is" basis. The rail cars will be sold as a single lot. The Purchaser(s) will be required to remove the rail cars within three weeks of auction close.

The rail cars are not operational. Salvageable parts have been removed and there is some corrosion and/or structural damage to most of the rail cars. Some cars have dismantled parts/components stored inside trains that will be sold as is with trains

#### **Item 1: Light Rail Flat bed work train (Property Number 4362)**

- Built by the MBTA to assist in transportation of material
- Vehicle is inoperable
- Minor corrosion and/or structural damage
- The following major component parts have been removed: Brake system
- Train components include wood, and steel composites

#### **Item 2: Light Rail Work Car (Property Number 3417)**

- Boeing manufactured passenger train used for passenger service from 1978 – early 1990s.
- Converted into a “work train” in early 1990s
- Vehicle is inoperable
- Significant corrosion and/or structural damage
- Train interior components include wiring, plastics, wood, and other composites

#### **Item 3: Light Rail Work Car (Property Number 3448)**

- Boeing manufactured passenger train used for passenger service from 1978 – early 1990s.
- Converted into a “work train” in early 1990s
- Vehicle is inoperable
- Significant corrosion and/or structural damage
- Train interior components include wiring, plastics, wood, and other composites

#### **Item 4: Light Rail Work Car (Property Number 3453)**

- Boeing manufactured passenger train used for passenger service from 1978 – early 1990s.
- Converted into a “work train” in early 1990s
- Vehicle is inoperable
- Significant corrosion and/or structural damage
- Train interior components include wiring, plastics, wood, and other composites

#### **Item 5: Green Line Type 7 Light Rail Car (Property Number 3703)**

- Kinkisharyo manufactured passenger train no longer used for passenger service
- Vehicle is inoperable
- Significant corrosion and/or structural damage
- Train interior components include wiring, plastics, wood, and other composites

**Item 6: Green Line Type 7 Light Rail Car (Property Number 3711)**

- Kinkisharyo manufactured passenger train no longer used for passenger service
- Vehicle is inoperable
- Significant corrosion and/or structural damage
- Train interior components include wiring, plastics, wood, and other composites

**Item 7: Green Line Type 7 Light Rail Car (Property Number 3719)**

- Kinkisharyo manufactured passenger train no longer used for passenger service
- Vehicle is inoperable
- Significant corrosion and/or structural damage
- Train interior components include wiring, plastics, wood, and other composites

**Inspection of Rail Cars:**

Interested bidders may request to inspect the rail cars by contacting:

Toni-Marie Vaughn  
MBTA Procurement  
617-222-5629

The MBTA may allow one or two designated times for inspection if there is sufficient interest. During inspections, Bidders must wear safety vests and eye protection.

**Purchaser must remove rail cars with a “low boy” trailer or similar type of equipment from MBTA property according to the instructions below:**

Any removal equipment used, must be in compliance with all Federal and State regulations, permits required for driver licensing and transporting oversize loads.

Appointments for removal must be made two business days in advance. The MBTA’s coordinator is listed above. Address and hours of operation are below.

MBTA Riverside Car House  
325 Grove st  
Newton, MA  
M-F 8-4pm

Upon arrival, the Purchaser will report to Supervisor Davis or his designee. The Purchaser will be required to adhere to all MBTA safety policies and procedures while on MBTA property.

**Insurance Requirements:**

The Purchaser shall carry and maintain the insurance below. The MBTA shall be named as an Additional Insured on all liability policies and shall be provided with certificates of insurance.

**A. Commercial General Liability Insurance**

The Purchaser shall carry and maintain Commercial General Liability Insurance covering all operations by or on behalf of the Purchaser on an occurrence basis against claims for bodily injury, property damage (including loss of use), personal injury and advertising injury with limits not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Terms and conditions for required insurance shall include:

1. Policy Endorsement deleting any exclusion for work within 50 feet of rail.
2. Commercial General Liability shall be written on an occurrence basis form, as opposed to a claim made basis form.
3. All such insurance as is required of the Purchaser shall be provided by or on behalf of subcontractors to cover their operations performed.

**B. Automobile Liability Insurance**

The Purchaser shall carry and maintain Automobile Liability Insurance covering the use of all vehicles: owned, leased, hired and non-owned, with limits not less than \$1,000,000 combined single limit.

1. Automobile Liability shall be written on an occurrence basis form, as opposed to a claim made basis form.
2. All such insurance as is required of the Purchaser shall be provided by or on behalf of subcontractors to cover their operations performed.

**C. Workers' Compensation Insurance.**

The Purchaser shall carry and maintain Workers' Compensation Insurance, including Employers Liability Insurance as provided by Massachusetts General Laws, Chapter 152, as amended, covering all work and services performed under the Contract.

1. Employer's Liability requires the following minimum limits:
  - \$1,000,000 Each Accident for Bodily Injury by Accident
  - \$1,000,000 Each Employee for Bodily Injury by Disease
  - \$1,000,000 Aggregate Policy Limit for Bodily Injury by Disease.

**D. Railroad Protective Insurance.**

The Purchaser shall carry and maintain either:

- A Railroad Protective Liability Policy endorsement (CG 24 17) as part of Commercial General Liability coverage, or
- Broad form Railroad Protective Liability Insurance covering all work performed under this Contract in an amount not less than \$5,000,000 per occurrence, Such insurance shall name the MBTA as an additional insured. \$10,000,000 aggregate combined bodily injury and property damage.

## **Terms of Sale:**

All sales are final. No refunds will be issued. These items are being sold as is, where is, with no warranty, expressed written or implied. The seller shall not be responsible for the correct description, authenticity, genuineness, or defects herein, and makes no warranty in connection therewith. No allowance or set aside will be made on account of any incorrectness, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have thoroughly inspected this item and to have satisfied himself or herself as to the condition and value and to bid based upon that judgment solely. The seller shall and will make every reasonable effort to disclose any known defects associated with this item at the buyer request prior to the close of sale. Seller assumes no responsibility for any repairs regardless of any oral statements about the item. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller premises after this removal deadline will revert back to possession of the seller, with no refund.

Upon transfer, the purchaser shall solely be responsible for any and all liability associated with the vehicles, and will indemnify and hold harmless the Authority from any and all claims against the Authority, arising from their use and or salvage and disposal.

Purchasers are hereby notified that some property may contain asbestos.

The purchaser certifies that they will at a minimum comply with the provision of 29 CFR 1910.1001. The purchaser shall comply with all applicable Federal, State and local laws, ordinances and regulations with respect to the care, handling storage, shipment resale, export or other use of the material purchased.

The purchaser will hold the MBTA harmless from any and all debts, liabilities, judgments, costs, demands, suits, actions, or other claims of any nature arising from or incident to the handling, use, storage, shipment, reuse, resale, export, or other disposition of the items purchased.

Purchaser acknowledges and understands that the materials or equipment Purchaser is acquiring hereunder from Seller may contain any one or more of the following: paint containing lead, chromium, cadmium or other hazardous substances (collectively "Hazardous Paint"), asbestos, polychlorinated biphenyls (PCB's), and petroleum and anti-freeze fluids. Each of these substances is or may be subject to Federal and State regulations concerning it or their removal, handling, storage, and disposal. Purchaser acknowledges and understands the legal requirements and assumes full responsibility for the proper handling, repair, and/or disposal of the foregoing material(s) or equipment acquired hereunder once title or risk of loss or both pass from Seller to Purchaser. Purchaser shall treat the materials or equipment Purchaser is acquiring hereunder as if it contains one or more of the above listed substances.

Purchaser agrees to release, indemnify, defend and hold harmless Seller, including its respective officers, agents and employees, from any and all claims, demands, losses, costs, damages, expenses or liabilities, including attorney fee's and related legal expenses for personal injuries of every kind or character, including but not limited to any and all claims arising out of damage to all property and injuries, including death, to all persons, including Purchaser's employees, subcontractors and agents, for contamination of or adverse effects on the environment, any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental authority, and all other claims or demands of every character as a result of Purchaser's removal operations or transportation, storage, disposal and use or re-use of said materials or equipment.

It shall be understood that any bid submitted to the MBTA is made without collusion with any other bidder submitting a bid on the same item(s), and is in all respects fair and without fraud.

**EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. THE AUTHORITY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

The Authority makes no guarantee, warranty or representation, expressed or implied, as to the condition of the vehicles.

The Purchaser agrees to indemnify the Authority from any and all liability; loss or damage the Authority may suffer as a result of claims, demands, costs or judgments against it by third parties arising out of the contract.

The Purchaser is required to furnish labor that can work in harmony with all other elements of labor employed or to be employed at work sites.

It is the responsibility of each bidder to insure compliance with the Massachusetts Conflict of Interest Law, M.G.L., C.268A.

*No Board Member, officer or employee of the MBTA, officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts, officer, employee or elected official of the Commonwealth of Massachusetts, executive or legislative of any city, county, or town within the cities and towns serviced by the MBTA during his/her tenure shall have any interest, direct or indirect, in any contract issued pursuant hereto or to any benefit arising there from. No member or delegate to the Congress of the United States shall be admitted to any share or part of any contract or to any benefit arising there from.*

*The right is reserved to waive any and all informalities and to reject any or all bids, wholly or in part. No officer or agent of the Authority is authorized to waive this reservation.*

I acknowledge that I have read and agree to all terms and conditions in this document.

**Purchaser Authorized Signatory:**

\_\_\_\_\_

Print Name:

\_\_\_\_\_

(BLOCK LETTERS)

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

(check one)

\_\_\_\_\_

Organization

\_\_\_\_\_

Individual

<b>Full legal Organization or Individual Name:</b>			
<b>Doing Business As Name (If Different):</b>			
<b>Tax Identification Number:</b>			
<b>Address:</b>			
<b>Phone:</b>		<b>Email:</b>	