



DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF MUNICIPAL SERVICES (DMS)
STATE REVOLVING LOAN FUND PROGRAM (SRF)
PLANS AND SPECIFICATIONS CHECKLIST

DMS on the World Wide Web at <http://www.mass.gov/eea/agencies/massdep/water/grants/state-revolving-fund.html>

1. Public Entity (LGU):	
2. Contract Titled:	
Contract Number:	
Title Sheet Dated:	
Plans and Specifications Estimated Percentage Complete:	
3. Engineering Consulting Firm:	
Name of Consulting Engineer/Program Manager:	
Mailing Address:	Phone:
Consulting Engineer/Program Manager Email Address:	
4. <u>Clean Water (CMR 44.03)</u> Project Number: CWSRF-_____ <input type="checkbox"/> Wastewater Treatment Projects <input type="checkbox"/> Interceptors <input type="checkbox"/> Combined Sewer Overflows (CSO's) <input type="checkbox"/> Infiltration/Inflow (I/I) <input type="checkbox"/> Collection Systems <input type="checkbox"/> Stormwater <input type="checkbox"/> Nonpoint Source Projects	4. <u>Drinking Water (CMR 45.04)</u> Project Number: DWSRF-_____ <input type="checkbox"/> Drinking Water Treatment <input type="checkbox"/> Distribution <input type="checkbox"/> Storage <input type="checkbox"/> Other (Specify)
<p>The loan applicant or his/her assignee shall complete the following sections (Bid Advertisement, Instructions to Bidders, Bid Proposal, Contract, General/Supplementary Conditions, and Consulting Engineer's Certification Section) with page location or engineer's initials as required. The completed checklist together with a paper copy of the contract plans must be sent to the appropriate MassDEP Regional Office and to the Boston Office upon request.</p>	

BID ADVERTISEMENT	Indicate Location/Page # or Not Applicable (NA)
<p>1) Check which Bid Law provisions apply to this contract.</p> <p>A. M.G.L. c.30, s39M (Non-Building/Public Works Contracts)</p> <p>B. M.G.L. c.149, ss44A-44J (Building Contract with Filed Sub-Bids)</p> <p>The provisions under which this contract is being bid are stated in the <u>BID ADVERTISEMENT</u> at</p>	
<p>2) If bid under c.149, ss44A-44J, the bid advertisement must contain the category of certification every general bidder must furnish from the Division of Capital Asset Management (DCAM) and Maintenance and an update statement (Form CQ3) in accordance with c.149, s44D.</p> <p>This is stated in the <u>BID ADVERTISEMENT</u> at</p> <p>See MA DEP – DMS BID PROVISIONS FOR SRF PROJECTS (Appendix C, DEP-DMS-P&S-25) and DCAM Certification Categories (Appendix D, DEP-DMS-P&S-26)</p>	
<p>3) The Bid Advertisement must contain the following information:</p> <p>A. 5% bid deposit</p>	
<p>B. Project description with time frame for the contract completion</p>	
<p>C. Where and how the bidding documents may be obtained or examined.</p>	
<p>D. The location, date and time by which bids are required to be submitted.</p>	
<p>E. A statement that the project is to be funded in part by the Massachusetts Clean Water Trust (the “Trust”).</p>	
<p>F. A statement that the project requires compliance with the Department of Environmental Protection’s <u>Diesel Retrofit Program</u>.</p> <p>See (Appendix B, DEP-DMS-P&S-19)</p>	
<p>4) The Bid Advertisement must contain the following paragraphs:</p> <p>A. “Disadvantaged Business Enterprise (DBE) goals are applicable to the total dollars paid to the construction contract. The goals for this project are a minimum of 3.40 percent D/MBE participation and 3.80 percent D/WBE participation by certified DBEs. The two low bidders shall submit completed DBE forms (EEO-DEP-190C, EEO-DEP-191C and the DBE Certification of United States Citizenship form) by the close of business on the third business day after bid opening. Failure to comply with the requirements of this paragraph may be deemed to render a proposal non-responsive. No waiver of any provision of this section will be granted unless approved by the <u>Department of Environmental Protection (MassDEP)</u>.”</p>	
<p>B. “Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project.”</p>	

INSTRUCTIONS TO BIDDERS	Indicate Location/Page # or Not Applicable (NA)
<p>5) The provisions of the following paragraphs must be included in the INSTRUCTIONS TO BIDDERS. Other language may be substituted provided the language changes do not substantively alter the meaning of these provisions:</p> <p>A. “Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.”</p>	
<p>B. “Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project.” See (Appendix G)</p>	
<p>C. "The contractor guarantees that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of <u>one year</u> from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance."</p>	
<p>"If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within seven (7) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction or replacements, and charge the costs, including compensation for additional professional services, to the Contractor."</p>	
<p>D. “This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety ‘Rules and Regulations for the Prevention of Accidents in Construction Operations’ (Chapter 454 CMR 10.00 et seq.). Contractors shall be familiar with the requirements of these regulations.”</p>	
<p>E. "Whenever it is written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide an "Efficiency Guarantee Bond" or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure."</p>	
<p>F. "This project is subject to the requirements of the Department of Environmental Protection’s Diesel Retrofit Program. Bidders must submit a signed and dated Statement of Intent to Comply form as part of their bid proposal documents.”</p>	
<p>G. “This project is subject to the American Iron and Steel requirements of P.L. 113-76, the Consolidated Appropriations Act of 2014.”</p>	

BID PROPOSAL	Indicate Location/Page # or Not Applicable (NA)
6) The bid proposal must contain the following information: A. Contract name, contract number and SRF project number designation	
B. The method for determining the award of the contract when Bid Alternates are included	
C. Acknowledgement of Addenda	
D. A Labor and Material or Payment Bond in the amount of 100% of the total contract price must be provided by the general contractor.	
E. A Performance Bond in the amount of 100% of the total contract price must be provided by the general contractor.	
F. "The time for completion of this contract is ____ calendar days"	
G. "Liquidated damages specified in this contract are \$_____ per day for each calendar day beyond the contract completion date that work remains uncompleted."	
H. SRF eligible and ineligible items must be clearly separated in the bid proposal.	
7) The following paragraph must be included in its entirety in the Bid Proposal. "The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval."	
8) Indicate which bidder's "Bid Law" certification statements apply to this contract. A. M.G.L. c.30, s39M (a) and (c) See (Appendix A1, DEP-DMS-P&S-17) B. M.G.L. c.149, ss44D (1) (b) and s44E (2) (3) See (Appendix A2, DEP-DMS-P&S-18)	
The following other certifications must be included in their entirety in the Bid Proposal. C. State Taxes "Pursuant to M.G.L.c.62C, s49A I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes required under law" See Appendix A1, DEP-DMS-P&S-17 for the applicable contractor's certification statements required when bid under the provisions of c.30 s39 (Non-Building/Public Works Contract) including certifications for state taxes, work in harmony, EEO/AA provisions, non-collusion, and non-debarment. See Appendix A2, DEP-DMS-P&S-18 for the applicable contractor's certification statements required when bid under the provisions of c.149 s44A-44J (Building Contract with filed sub-bids) including certifications for state taxes, EEO/AA provisions, eligibility update statement with non-collusion, work in harmony, and non-debarment.	

BID PROPOSAL - CONTINUED	Indicate Location/Page # or Not Applicable (NA)
<p>D. Equal Employment Opportunity/Affirmative Action Provisions “The undersigned bidder hereby certifies he/she will comply with the specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Disadvantaged Business Enterprise provisions as required under these contract provisions. The contractor receiving the award of the contract shall incorporate the EEO/AA provisions of this contract into all subcontracts and purchase orders so that such provisions will be binding upon each subcontractor or vendor.” See Appendix A1, DEP-DMS-P&S-17, Appendix A2, DEP-DMS-P&S-18</p>	
<p>E. Non-Debarment “The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.” See Appendix A1, DEP-DMS-P&S-17, Appendix A2, DEP-DMS-P&S-18</p>	
<p>F. Suspension and Debarment</p> <p>The EPA prohibits the use of suspended or debarred contractors and suppliers in SRF financed contracts. All SRF financed contracts and subcontracts must include the following language requiring compliance with 2 CFR 180 and 2 CFR 1532.</p> <p>Add the following statement in the bid proposal:</p> <p>“Bidders must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled responsibilities of Participants Regarding transactions (Doing Business with Other Persons). Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at www.usgovxml.com/dataservice.aspx?ds=EPLS are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund.”</p> <p>Add the following statement or a statement accomplishing the same purpose in the contract:</p> <p>The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System.</p> <p>The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.</p>	
<p>9) The following Diesel Retrofit Program form is included as part of the Bid Proposal:</p> <p>Department of Environmental Protection’s Diesel Retrofit Program Statement of Intent to Comply.</p> <p>In the <u>BID PROPOSAL</u> at</p> <p>See (Appendix B for Diesel Retrofit Program.)</p>	

CONTRACT	Indicate Location/Page # or Not Applicable (NA)
<p>10) The following paragraphs must be included in their entirety in the Contract.</p> <p>A. “The fair share goals for disadvantaged business enterprise (DBE) participation for this contract are a minimum of 3.40 percent Disadvantaged Minority Business Enterprise (D/MBE) participation and 3.80 percent Disadvantaged Women Business Enterprise(D/WBE) participation, applicable to the total dollar amount paid for the construction contract. The Contractor <u>shall</u> take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to DBEs, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the <u>(municipality)</u>. The contractor <u>shall</u> require similar reports from its subcontractors.”</p>	
<p>B. Equal Employment Opportunity/Affirmative Action (EEO/AA) Requirements</p> <p>“During the performance of this contract, the contractor agrees as follows:</p> <p>1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.</p>	
<p>2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.</p>	
<p>3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p>	
<p>4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p>	
<p>5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230</p>	

CONTRACT - CONTINUED	Indicate Location/Page # or Not Applicable (NA)
<p>6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p>	
<p>7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970"</p>	
<p>C. "The contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws."</p>	
<p>11) The provisions of the following paragraphs must be included in the Contract. Other language may be substituted provided the language changes do not substantively alter the meaning of these provisions.</p> <p>A. "The time for completion of this contract is _____ calendar days"</p>	
<p>B. "Liquidated damages specified in this contract are \$_____ per day for each calendar day beyond the contract completion date that work remains uncompleted."</p>	
<p>C. As per MassDEP's Policy Memorandum #10 – the agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be _____ percent.</p>	
<p>12) The following LGU auditor/accountants certification must be included in contract "Pursuant to M.G.L. c.44, s31C, I certify that an appropriation has been made in the total amount of the contract."</p>	

CONTRACT - CONTINUED	Indicate Location/Page # or Not Applicable (NA)
<p>13) All contracts must have a clause requiring compliance with the American Iron and Steel (AIS) requirements. The following is suggested language developed by the EPA for use in SRF construction contracts. Any deviation from this suggested language should be reviewed and approved by local legal counsel.</p> <p>The Contractor acknowledges to and for the benefit of the City/Town of _____ (“Purchaser”) and the Commonwealth of Massachusetts (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.</p>	
<p>14) All contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under MGL Chapter 30 section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent.</p>	
<p>15) All construction contracts are subject to the Davis Bacon wage rate requirements and must include the provisions found in Appendix G in the contract. The Davis Bacon Act Requirements are included</p>	
<p>16) The following suspension and debarment statement must be included in the contract:</p> <p>"The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements."</p>	

GENERAL/SUPPLEMENTARY CONDITIONS	Indicate Location/Page # or Not Applicable (NA)
<p>17) Provisions for the following types of Contractor’s Commercial General Liability insurance coverage must be included in the Specifications in no less than the limits required by law or the following limits whichever are greater:</p> <p>A. Workman's Compensation and Employer's Liability Insurance in</p> <p>Worker’s Compensation \$100,000. Employer’s Liability 500,000. Each accident 500,000. Disease per employee</p> <p>B. Commercial General Liability Insurance with the following limits:</p> <p>Bodily Injury & \$1,000,000. Each occurrence Property Damage 1,000,000. General aggregate</p> <p>C. Vehicle Liability Insurance</p> <p>Bodily Injury & \$1,000,000. Each person Property Damage 1,000,000. Each accident</p> <p>D. Owner’s Protective Liability equal to Contractor’s required coverage stated in B if the project involves blasting.</p> <p>E. Builder’s Risk (Fire Insurance) in an amount equal to the insurable value of the Contract.</p> <p>These coverages are stated in the <u>SPECIFICATIONS</u> at</p>	
<p>18) The EPA requires SRF loan recipients to create and maintain a list of all MBE/WBE and non-MBE/WBE subcontractors on the project. Within 90 days of the contract award, the LGU must submit an initial subcontractor list to MassDEP. A final updated subcontractor list will be submitted with the final payment request to MassDEP.</p> <p>This form is incorporated in the <u>SPECIFICATIONS</u> at</p> <p>See (Appendix E for Schedule of Subcontractor Participation Form)</p>	
<p>19) “The Construction Bid Specifications SPECIAL PROVISIONS FOR DISADVANTAGED BUSINESS ENTERPRISES The Department of Environmental Protection Division of Municipal Services” Package shall be included in the Commonwealth of Massachusetts Requirement Section of the Contract Documents with the attached EEO-DEP forms:</p> <p>Schedule of Participation (EEO-DEP-190C) Letter of Intent (EEO-DEP-191C) DBE Certification of United States Citizenship DBE Subcontractor Participation Form (EPA Form 6100-2) Request for Waiver (2 pages) (EEO-DEP-490C)</p> <p>This package is incorporated in the <u>SPECIFICATIONS</u> at</p> <p>(See Appendix E for pages EEO-DEP-SP-Page 1 through EEO-DEP-SP-Page 9 and EEO-DEP Forms)</p>	

GENERAL/SUPPLEMENTARY CONDITIONS - CONTINUED	Indicate Location/Page # or Not Applicable (NA)
<p>20) The following permits, if applicable to this project, are the owner's responsibility and must appear in the Permits Section of the specifications.</p> <p>A. U.S. Corps of Engineers Section 404 Permit</p>	
<p>B. Mass. Division of Waterways Licenses (310 CMR 9.00)</p>	
<p>C. Local Conservation Commission Order of Conditions (Ch. 131, Sec. 40)</p>	
<p>D. Mass. Division of WPC Sewer Extension/Connection Permit (314 CMR's 7.00 & 12.00)</p>	
<p>E. Mass. State Highway Permit</p>	
<p>F. Mass. Division of WPC Water Quality Certificate</p>	
<p>G. Mass. Department of Conservation</p>	
<p>H. Specify other Permits and/or Licenses below:</p> <ol style="list-style-type: none"> 1. 2. 3. 4. 5. 	
<p>This package is incorporated in the <u>SPECIFICATIONS</u> at</p>	

GENERAL/SUPPLEMENTARY CONDITIONS - CONTINUED	Indicate Location/Page # or Not Applicable (NA)
<p>21) The following statutes regulating construction contracts for public buildings and public works projects are to be incorporated into <u>All Specifications</u> in the Commonwealth of Massachusetts Requirement Section. Those statutory references noted with (REQUIRED) type must be included (in their entirety) in the Contract Documents. The other statutes do not have to be printed but should be referenced. Copies of all the referenced statutes can be obtained from the following indicated internet links:</p> <p>A. All BID LAW Contracts:</p> <p>M.G.L c.30 s 39F Payment to Subcontractor (REQUIRED)</p>	
<p>c.30 s 39I Deviation from Plans and Specifications</p>	
<p>c.30 s 39J No Arbitrary Decisions are Final</p>	
<p>c.30 s 39L Construction Work by Foreign Corporations</p>	
<p>c.30 s 39M(b) Substitution of Equal Products</p>	
<p>c.30 s 39N Differing Site Conditions (REQUIRED)</p>	
<p>c.30 s 39O Equitable Adjustments for Delays (REQUIRED)</p>	
<p>c.30 s 39P Decision on Interpretation of Specifications</p>	
<p>c.30 s 39R Contractor's Records</p>	
<p>c.149 s 34 Limitations on Hours of Work</p>	
<p>c.149 s 44J Advertising Invitations to Bid</p>	
<p>c.82 s 40 Excavations; Notice; Penalties</p>	
<p>These statutes are included in the <u>SPECIFICATIONS</u> at</p>	
<p>B. Contracts bid under c.149, ss44A – 44J shall include:</p> <p>M.G.L. c.30 s 39K Prompt Payment</p>	
<p>c.149 ss44F and ss44G</p>	
<p>These provisions are included in the <u>SPECIFICATIONS</u> at</p>	
<p>C. Contracts bid under c.30 s 39M shall include:</p> <p>M.G.L. c.30 s 38A Price Adjustments for Certain Materials in Construction Projects</p>	
<p>These provisions are included in the <u>SPECIFICATIONS</u> at</p> <p>See <u>Appendix H</u> for additional information regarding price adjustment legislation and required clauses.</p>	

<p style="text-align: center;">CONSULTING ENGINEER'S CERTIFICATION SECTION</p> <p style="text-align: center;">PLAN AND SPECIFICATION CHECKLIST</p>	Completed	Not Applicable
<p>22) <u>Wage Rates</u></p> <p><u>Massachusetts Wage Rates</u> Request from Department of Labor & Workforce Development</p> <p><u>Federal Davis Bacon Wage Rates</u> Request from U.S. Department of Labor at www.wdol.gov</p> <p>Due to time constraints it is recommended that Wage Rates be inserted in the Contract Specifications by revised pages prior to Contract advertising or by Addenda prior to bid opening.</p>		
<p>23) <u>Project Identification</u></p> <p>The cover sheet of the contract drawings and specifications must provide the following identification:</p> <p>Owner's Name</p> <p>Suitable Title</p> <p>Project No. (i.e. CWSRF-#### or DWSRF-####)</p> <p>Contract No.</p>		
<p>24) <u>P.E. Stamp and Signature</u></p> <p>Each page of the contract drawings and the Title page of the specifications has been stamped and signed by a Massachusetts Professional Engineer.</p>		
<p>25) <u>Index - Note - Legend Sheet(s) (Plans)</u></p> <p>The Index - Note – Legend Sheet(s) of the plans must provide the following minimum information:</p> <p>Locus Map</p> <p>North Arrow</p> <p>Index</p> <p>Symbols/Abbreviations Reference</p> <p>Vertical Datum Plans used for Design and Layout</p> <p>Municipal Wells/Reservoirs located within 1/2 mile of project site</p>		

<p style="text-align: center;">CONSULTING ENGINEER'S CERTIFICATION SECTION</p> <p style="text-align: center;">PLAN AND SPECIFICATION CHECKLIST – CONTINUED</p>	Completed	Not Applicable
26) Policy memoranda are Implemented in Contract (Plans/Specifications)		
CG-1 <u>Easements and Rights of Way</u> are shown on the contract drawings and have been obtained or will be in place prior to the contract advertising.		
CG-2 <u>Permits</u> have been obtained by the LGU for the construction project except those which are the contractor's responsibility required for his equipment, work force or particular operations (such as blasting) in the performance of the contract.		
CG-3 <u>Field Controls</u> will be furnished by the LGU with the necessary benchmarks and base lines for the contractor to lay out the work.		
CG-4 <u>Record Drawings</u> will be prepared by the LGU or his representative. They may use the contractors and sub-contractor's certified As Built drawings along with their own marked up set in the preparation of the Record Drawings.		
CG-5 <u>Plan Scale</u> used in the preparation of the plans is 1"= 40' horizontal and 1"= 4' vertical for all non-structural drawings.		
CG-6 <u>Boring Logs</u> are numbered and shown on both the plan and corresponding profile of each layout sheet giving depth, or refusal, water and unsuitable material level of the boring. The full boring logs can be found in the specification.		
CG-7 <u>Breakdown of Bid Items for Sewer Pipe Installation</u> where applicable have been incorporated in the bid documents.		
CG-8 <u>Pavement</u> over new sewer trenches in existing paved roads will be done in accordance with the CG's width limits and thickness.		
CG-9 <u>Pipe testing</u> requirements for the infiltration/exfiltration or low-pressure air test will be met prior to the release of pipe retainage monies.		
CG-10 <u>Change Orders</u> will be submitted on the Department's forms with appropriate documentation listed in the CG.		
CG-11 <u>Utility Relocation</u> has been minimized through communication with existing utilities prior to final design layout of the project.		
CG-12 <u>Refundable Deposits for Plans and Specifications</u> are in place for the timely returns of plans and specifications received in good condition.		
CG-13 <u>Bid Opening Procedures</u> of the Department are in place and will be followed for the contractor selection.		
CG-14 <u>Payment for Rock Excavation</u> is consistent with the pay limits and definitions of the CG.		
CG-15 <u>Traffic Police</u> are eligible as part of the administrative cost of the project.		

<p style="text-align: center;">CONSULTING ENGINEER'S CERTIFICATION SECTION</p> <p style="text-align: center;">PLAN AND SPECIFICATION CHECKLIST – CONTINUED</p>	<p style="text-align: center;">Completed</p>	<p style="text-align: center;">Not Applicable</p>
<p>CG-16 Documentation Required to Substantiate Contract Quantities for Change Orders and Close Out have been incorporated in the Measure and Payment section of the specifications.</p>		
<p>DWS Policy 88 – 02 Review of Sewer Line/Water Supply Protection. Public water supplies within the influence of construction have been delineated on the plans. Any special construction methods should be shown on the plans and incorporated in the specifications.</p> <p>See Appendix F</p>		
<p>27) <u>Design Criteria</u></p> <p>The contract drawings and specifications comply with the current edition of "Guides for the Design of Wastewater Treatment Works" (TR-16) prepared by the New England Interstate Water Pollution Control Commission and good Environmental Engineering practice.</p>		
<p>28) <u>M.G.L. Chapter 30, Section 39M(b)</u></p> <p>The contract drawings and specifications must either describe (spec) an item of Material which can be met by at least three (3) manufacturers or producers or NAME a MINIMUM of three (3) BRANDS of MATERIAL and in either case Provision for "or equal" has been provided.</p>		
<p>29) <u>Flood Insurance/Protection</u></p> <p>The plans and specifications are compatible with the Federal Emergency Management Agency Flood Insurance Program and designate the elements insurable by the Program (Wastewater Treatment Projects).</p>		
<p>30) <u>Building and Lot Identification</u></p> <p>The plans must provide the location of the dwelling/building, street number and sill elevation. Vacant or unbuildable lots must be identified.</p>		
<p>The plans as submitted comply with the above.</p>		

Enter any comments and/or additional justifications for Not Applicable(s) (NA).		

THIS SECTION IS FOR DMS USE ONLY	YES	NO
<p>The Plans and Specifications are in conformance with the following:</p> <p>1. The approved Comprehensive Wastewater Management Plan, Project Evaluation Report, or Sewer System Evaluation Survey:</p> <p><i>Yes or No</i></p> <p>2. The Project Evaluation Forms (PEF):</p> <p><i>Yes or No</i></p> <p>3. The NEIWPCC “Guide for the Design of Wastewater Treatment Works” TR-16:</p> <p><i>Yes or No</i></p>		