



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

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Division of Municipal Services

State Revolving Fund Loan Program

Plans and Specifications Checklist

April 2025



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 <https://www.mass.gov/lists/state-revolving-fund-applications-forms>

1. Public Entity (LGU):

2. CWSRF or DWSRF Project ID and Project Name:

3. Contract Titled:

Contract Number

Title Sheet Dated:

Plans and Specifications Estimated Percentage Complete:

4. Engineering Consulting Firm:

Name of Consulting Engineer/Program Manager:

Mailing Address:

Phone:

Consulting Engineer/Program Manager Email Address:

The grant or loan applicant, or their authorized assignee, shall complete all sections of this checklist and indicate the corresponding page locations. The completed checklist must be uploaded to the eSRF Portal.

5. Signatures and Date

To the best of my knowledge and belief the information provided on this form, along with all the accompanying forms and attachments, is true, correct, and complete and I am authorized to file this form on behalf of the above-named LGU.

Consulting Engineer/Program Manager:

Date:

DEP Reviewing Engineer:

Date:

BID ADVERTISEMENT

Indicate
Location/Page
or Not
Applicable
(NA)

For MassDEP
Use

1) Check which Bid Law provisions apply to this contract.

- ☐ A. M.G.L. c.30, s39M (Non-Building/Public Works Contracts)
- ☐ B. M.G.L. c.149, ss44A-44J (Building Contract with Filed Sub-Bids)
- ☐ C. Special Legislation

2) If bid under c.149, ss44A-44J, the bid advertisement must contain the prime category of work. Every general bidder must furnish the certificate of eligibility showing that the bidder has the classification and capacity rating to perform the required work from the Division of Capital Asset Management (DCAM) and Maintenance and an updated statement form in accordance with c.149, s44D.

3) The Bid Advertisement must contain the following information:

A. 5% bid deposit

B. Project description with time frame for the contract completion.

C. Where and how the bidding documents may be obtained or examined.

D. The location, date and time by which bids are required to be submitted.

E. A statement that the project is to be funded in part by the Massachusetts Clean Water Trust (the "Trust").

F. A statement that the project requires compliance with the Department of Environmental Protection's [Diesel Retrofit Program](#).

4) The Bid Advertisement must contain the following paragraphs:

A. "Procurement Considerations - Six Good Faith Efforts. 40 CFR, Part 33, Subpart C: Pursuant to 40 CFR Section 33.301, the sub-recipient agrees to make good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: [40 CFR Section 33.301 \(a\)-\(f\)](#)."

B. "Minimum Wage Rates as determined by the Executive Office of Labor and 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."

INSTRUCTIONS TO BIDDERS	Indicate Location/Page # or Not Applicable (NA)	For MassDEP Use
<p>5) The provisions of the following paragraphs must be included in the <u>INSTRUCTIONS TO BIDDERS</u>.</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 Executive Office of Labor and 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.” Davis Bacon Act Requirements</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, corrections 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 any applicable Massachusetts regulations. 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.1 “This project is subject to the Build American, Buy America (BABA) requirements.”</p> <p>G.2 “This project is subject to the American Iron and Steel requirements of P.L. 113- 76, the Consolidated Appropriations Act of 2014.” BABA and AIS</p>		

BID PROPOSAL	Indicate Location/Page # or Not Applicable (NA)	For MassDEP Use
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. <input type="checkbox"/> A. M.G.L. c.30, s39M (a) and (c) Certification Statement for Non-Building or Public Works contract <input type="checkbox"/> B. M.G.L. c.149, ss44D (1) (b) and s44E (2) (3) Certification Statement for Building Contract with filed sub-bids		
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 Certification Statement for Non-Building or Public Works contract 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, Anti-Discrimination provisions, non-collusion, and non-debarment. See Certification Statement for Building Contract with filed sub-bids 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, Anti-Discrimination provisions, eligibility update statement with non-collusion, work in harmony, and non-debarment.		

BID PROPOSAL - CONTINUED	Indicate Location/Page # or Not Applicable (NA)	For MassDEP Use
<p>D. Anti-Discrimination Provisions</p> <p>“The undersigned bidder hereby certifies he/she will comply with the (a) the Civil Rights Act of 1964, 42 USC s.2000(1) et seq., as amended, Section 13 of the Federal Water Pollution Control Act (FWPCA) of 1972; Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and (b) shall make a good faith efforts to comply with 40 CFR Part 33. The undersigned bidder shall also comply with Executive Order 592 and Mass General Laws c 151B, §4.1.”</p>		
<p>E. Non-Debarment</p> <p>“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.”</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.” https://www.mass.gov/debarred-suspended-or-decertified-contractors</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>		

CONTRACT	Indicate Location/Page # or Not Applicable (NA)	For MassDEP Use
<p>10) The following paragraphs must be included in their entirety in the Contract.</p> <p>A. “Procurement Considerations - Six Good Faith Efforts. 40 CFR, Part 33, Subpart C: Pursuant to 40 CFR Section 33.301, the sub-recipient agrees to make good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).”</p>		
<p>B. Anti-Discrimination Requirements</p> <p>“During the performance of this contract, the contractor agrees as follows:</p> <p>1. The contractor will comply with the (a) the Civil Rights Act of 1964, 42 USC s.2000(1) et seq., as amended, Section 13 of the Federal Water Pollution Control Act (FWPCA) of 1972; Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and (b) will also comply with Executive Order 592 and the Mass General Laws c 151B, §4.1.</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 consistent with Executive Order 592 and the Mass General Laws c 151B, §4.1.</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 Massachusetts Executive Order No. 592 and Mass General Laws c 151B, §4.1, 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 Massachusetts Executive Order No. 592 and Mass General Laws c 151B, §4.1 and of the rules, regulations, and relevant orders.</p>		
<p>5. The contractor will furnish all information and reports required by Massachusetts Executive Order No. 592 and Mass General Laws c 151B, §4.1, and by the rules, regulations, and orders, pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p>		

CONTRACT - CONTINUED	Indicate Location/Page # or Not Applicable (NA)	For MassDEP Use
<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 canceled, 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. 592 and Mass General Laws c 151B, §4.1 and such other sanctions may be imposed and remedies invoked as by rule, regulation, 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 or regulations, 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 a means of enforcing such provisions.</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>		
<p>13.a) All contracts must have a clause requiring compliance with American Iron and Steel and the Build America, Buy America Act (BABA). The amendments to the Clean Water Act, as part of WRRDA, apply the American Iron and Steel (AIS) requirements to all treatment works projects. Furthermore, IIJA extends this procurement requirement to all SRF construction projects going forward with the inclusion of the Build America, Buy America Act (BABA). Starting on May 14, 2022, all steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall used in infrastructure projects for federal financial assistance programs must be produced in the United States. MassDEP ensures that the required procurement language is included in contracts and conducts field verifications of project compliance.</p>		

CONTRACT - CONTINUED	Indicate Location/Page # or Not Applicable (NA)	For MassDEP Use
<p>13.b) 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 clean and drinking water 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 of the Davis Bacon Act Requirements in the contract.</p> <p>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 CONDITIONSIndicate
Location/Page
or Not
Applicable
(NA)For MassDEP
Use

17) The following federal statutes regulating construction projects must be included in the specifications:

- A. Prohibitions Relating to Violators of the Clean Air Act and the Clean Water Act with Respect to Federal Contracts, Grants, or Loans Executive Order No. 11738 (1973) Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and Section 508 of the Clean Water Act, 33 U.S.C § 1368**
- B. Demonstration Cities and Metropolitan Development Act Pub. L. No. 89-754 (1966), as amended 42 U.S.C. § 3331 et. Seq.**
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act Pub. L. No. 91-646 (1971), as amended 42 U.S.C. §§ 4601-4655**
- D. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects Executive Order No. 13202 (2001), as amended by Executive Order No. 13208 (2001)**
- E. The Age Discrimination Act of 1975 42 U.S.C. § 6102**
- F. Section 13 of the Federal Water Pollution Control Act Amendments of 1972 33 U.S.C. § 1251**
- G. Section 504 of the Rehabilitation Act of 1973 29 U.S.C. § 794**
- H. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000d**
- I. Prohibitions Relating to Violators of the Clean Air Act and the Clean Water Act with Respect to Federal Contracts, Grants, or Loans Executive Order No. 11738 (1973) Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and Section 508 of the Clean Water Act, 33 U.S.C § 1368**
- J. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs**
 - i. Effective August 13, 2020, recipients and subrecipients of EPA funded assistance agreements, including borrowers under EPA funded revolving loan funds, must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.**

GENERAL/SUPPLEMENTARY CONDITIONS - CONTINUEDIndicate
Location/Page
or Not
Applicable
(NA)For MassDEP
Use

18) 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:

A. Workman's Compensation and Employer's Liability Insurance in

Worker's Compensation \$100,000.

Employer's Liability \$500,000. Each accident
\$500,000. Disease per employee

B. Commercial General Liability Insurance with the following limits:

Bodily Injury & \$1,000,000. Each occurrence
Property Damage \$1,000,000. General aggregate

C. Vehicle Liability Insurance

Bodily Injury & \$1,000,000. Each person
Property Damage \$1,000,000. Each accident

D. Owner's Protective Liability equal to Contractor's required coverage stated in B if the project involves blasting.

E. Builder's Risk (Fire Insurance) in an amount equal to the insurable value of the Contract.

19) SRF requires loan recipients to create and maintain a list of all 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.

[Schedule of Subcontractor Participation](#)

GENERAL/SUPPLEMENTARY CONDITIONS - CONTINUED	Indicate Location/Page # or Not Applicable (NA)	For MassDEP Use
<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. MassDEP Air Quality</p> <p> Sewer Extension/Connection Permit (314 CMR's 7.00 & 12.00)</p> <p> Sludge Disposal</p> <p> Water Quality Certification</p> <p> Waterway Licenses</p>		
C. Local Conservation Commission Order of Conditions (Ch. 131, Sec. 40)		
D. MassDOT		
E. MBTA/Railroad		
F. State/Federal (Crosscutters)		
G. MassDCR		
<p>H. Specify other Permits and/or Licenses below:</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p>		

GENERAL/SUPPLEMENTARY CONDITIONS - CONTINUED	Indicate Location/Page # or Not Applicable (NA)	For MassDEP Use
<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>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>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>See Price Adjustment for price adjustment legislation and required clauses.</p>		

GENERAL/SUPPLEMENTARY CONDITIONS - CONTINUED	Indicate Location/Page # or Not Applicable (NA)	For MassDEP Use
<p>22.a) This project is subject to American Iron and Steel and the Build America, Buy America Act (BABA). The amendments to the Clean Water Act, as part of WRRDA, apply the American Iron and Steel (AIS) requirements to all treatment works projects. Furthermore, IIJA extends this procurement requirement to all SRF construction projects going forward with the inclusion of the Build America, Buy America Act (BABA). Starting on May 14, 2022, all steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall used in infrastructure projects for federal financial assistance programs must be produced in the United States. MassDEP ensures that the required procurement language is included in contracts and conducts field verifications of project compliance.</p>		
<p>22.b) American Iron and Steel Requirements</p> <p>This project is subject to the American Iron and Steel requirements of P.L. 113-76, the Consolidated Appropriations Act of 2014. See these provisions at BABA and AIS.</p>		
<p>22.c) Project Signage</p> <p>Project signs or other means of publicizing the project to comply with the "Guidelines for Enhanced Public Awareness of SRF Assistance Agreements" issued by the United States Environmental Protection Agency on June 3, 2015.</p> <p>https://www.epa.gov/sites/default/files/2016-07/documents/guidelines_for_enhancing_public_awareness_srf.pdf</p>		

CONSULTING ENGINEER'S CERTIFICATION SECTION**PLAN AND SPECIFICATION CHECKLIST**

Completed

For MassDEP
Use**23) Wage Rates**

Massachusetts Wage Rates Request from Executive Office of Labor and Workforce Development

Federal Davis Bacon Wage Rates Request from U.S. Department of Labor at <https://www.dol.gov/agencies/whd/government-contracts/construction>

24) Project Identification

The cover sheet of the contract drawings and specifications must provide the following identification:

Owner's Name

Suitable Title

Project No. (i.e. CWSRF-#### or DWSRF-####)

Contract No.

25) P.E. Stamp and Signature

Each page of the contract drawings and the Title page of the specifications has been stamped and signed by a Massachusetts Professional Engineer.

CONSULTING ENGINEER'S CERTIFICATION SECTION		Completed	N/A	For MassDEP Use
PLAN AND SPECIFICATION CHECKLIST – CONTINUED				
26) Policy memoranda are Implemented in Contract (Plans/Specifications)				
PM-1	Easements and Rights of Way are shown on the contract drawings and have been obtained or will be in place prior to the contract advertising.			
PM-2	Permits 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.			
PM-3	Field Controls will be furnished by the LGU with the necessary benchmarks and base lines for the contractor to lay out the work.			
PM-4	Record Drawings will be prepared by the LGU or his representative. They may use the contractor's and sub-contractor's certified As Built drawings along with their own marked up set in the preparation of the Record Drawings.			
PM-6	Boring Logs 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.			
PM-7	Breakdown of Bid Items for Sewer Pipe Installation, where applicable, have been incorporated in the bid documents.			
PM-8	Pavement over new sewer trenches in existing paved roads will be done in accordance with the CG's width limits and thickness.			
PM-9	Pipe testing requirements for the infiltration/exfiltration or low-pressure air test will be met prior to the release of pipe retainage monies.			
PM-10	Change Orders will be submitted on the Department's forms with appropriate documentation listed in the PM.			
PM-11	Utility Relocation has been minimized through communication with existing utilities prior to final design layout of the project.			
PM-13	Bid Opening Procedures of the Department are in place and will be followed for the contractor selection.			
PM-14	Payment for Rock Excavation is consistent with the pay limits and definitions of the PM.			
PM-15	Traffic Police are eligible as part of the administrative cost of the project.			
PM-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.			
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 style="text-align: center;">CONSULTING ENGINEER'S CERTIFICATION SECTION</p> <p style="text-align: center;">PLAN AND SPECIFICATION CHECKLIST – CONTINUED</p>	Completed	N/A	For MassDEP Use
<p>27) Design Criteria</p> <p>A. 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, and MassDEP Guidelines for Public Water Systems</p> <p>B. Massachusetts Flood Risk Management Standard (MFRMS) and Federal EO 11988</p>			
<p>28) M.G.L. Chapter 30, Section 39M(b)</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) Flood Insurance/Protection</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.</p>			
<p>30) Building and Lot Identification</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 style="text-align: center;">LINKS FOR REFERENCING DOCUMENTS</p>
<p>BABA and AIS</p> <p>BWR DMS Policies and DWS Policy 88-02</p> <p>Certification Statement for Building Contract with filed sub-bids Certification Statement for Non-Building or Public Works contract</p> <p>Davis Bacon Act Requirements</p> <p>Subcontractor Participation</p> <p>Diesel Retrofit Program</p> <p>Diesel Retrofit Program – Contractor Certification</p> <p>Diesel Retrofit Program – Statement of Intent to Comply</p> <p>Price Adjustment</p>