



DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF MUNICIPAL SERVICES (DMS)
 STATE REVOLVING LOAN FUND PROGRAM (SRF)
PLAN AND SPECIFICATION CHECKLIST
 (revised September 2007)

For DMS use only

Program Manager: _____
 Review Engr.: _____
 Date received: _____
 Date approved: _____

DMS on the World Wide Web at <http://www.mass.gov/dep/water/wastewater/wastewat.htm>

Public Entity: _____

Contract Titled: _____

Contract No.: _____ Title Sheet dated: _____

Consulting Engineer: _____

Address: _____

Project Manager: _____ Telephone: _____

TYPE OF PROJECT

Clean Water (CMR 44.03)	Drinking Water (CMR 45.04)
<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"/> Nonpoint Source Projects Project No. CWSRF-	<input type="checkbox"/> Drinking Water Treatment <input type="checkbox"/> Distribution <input type="checkbox"/> Storage <input type="checkbox"/> Other (<i>Specify</i>) Project No. DWSRF-

The loan applicant or his 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 two copies of the plans and specifications of the project shall be submitted to DMS.

BID ADVERTISEMENT

PAGE

- | | |
|---|--|
| <p>1. A. Check which Bid Law provisions apply to this contract.</p> <p style="margin-left: 20px;">M.G.L. c.30, s39M _____ (Non-Building/Public Works Contracts)
 M.G.L. c.149, ss44A-44J _____ (Building Contract with Filed Sub-Bids)</p> <p style="margin-left: 20px;">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 Assets Management and Maintenance (formerly known as Division of Capital Planning and Operations) and an update statement (Form CQ3) in accordance with c.149, s44D.</p> <p style="margin-left: 20px;">This is stated in the <u>BID ADVERTISEMENT</u> at _____
 <i>See MA DEP-DMS Bid Provisions for SRF Projects for Advertising Requirements (DEP-DMS-P&S-19) and DCAM Certification Categories (DEP-DMS-P&S-20)</i></p> | |

BID ADVERTISEMENT – CONTINUED

PAGE

- 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 Water Pollution Abatement Trust (the “Trust”).
 - F. A statement that the project requires compliance with the Massachusetts Diesel Retrofit Program (MDRP) by use of after-engine emission controls that are EPA certified, or their equivalent, on all of the off-road (non-registered) diesel vehicles/equipment used at the job site.

- 4. The Bid Advertisement must contain the following paragraphs:
 - A. “Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE) policies of the Commonwealth of Massachusetts and the City/Town of _____ are applicable to the total dollars paid to the construction contract. **The “Fair Share” construction goal for this project is a minimum of five point three zero (5.30) percent MBE participation and four point four zero (4.40) percent WBE participation** by state-certified MBEs and WBEs. The bidder shall submit completed MBE/WBE forms (EEO-DEP-190 & EEO-DEP-191) and Vendor Information Forms (VIF) with the bid. 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 Department of Environmental Protection.”

 - 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.”

INSTRUCTIONS TO BIDDERS

PAGE

- 5. The successful bidder shall comply with the following minority and affirmative action workforce reporting system procedures.
 - A. Contractors must submit the Contractor’s Quarterly Projected Workforce Table (CAD 85-1) prior to the commencement of work and no later than five (5) working days prior to the start of each new quarter to DEP’s Contract Compliance Officer.

 - B. Contractors must submit the Certificate of Work Start-Up By Minority/Women Business Enterprise (Form EEO-DEP-290) within ten (10) days after work start-up for each minority/women business to DEP’s Contract Compliance Officer.

 - C. Contractors must submit the Contractor’s Weekly Workforce Utilization Report (CAD 85) to DEP’s Contract Compliance Officer no later than the following Tuesday of each week.

- D. The Owner’s Contract Compliance Officer must prepare the Agency’s Quarterly Contract Compliance Report (CAD 75) for Minority Workforce Utilization and MBE/WBE Contract Activities Report and send them to MCAD no later than the 15th of the month following the end of each quarter.

- E. The Prime Contractor is responsible for the submission of all reports from all of his/her sub-contractors.

- F. The OWNER must submit (within 30 days of submission by the General Contractor of the Final Pay Estimate) the MBE/WBE Contract Completion Verification (Form EEO-DEP-590) to DEP’s Contract Compliance Officer with a copy to DEP’s Program Manager.

These reporting system procedures are included in the Instructions to Bidders at

6. 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:

- 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.”

- 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.”

INSTRUCTIONS TO BIDDERS – CONTINUED	PAGE
<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 "<u>Efficiency Guarantee Bond</u>" 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 Massachusetts Diesel Retrofit Program (MDRP). Bidders must submit a signed and dated Statement of Intent to Comply form as part of their bid proposal documents."</p>	
BID PROPOSAL	PAGE
<p>7. The bid proposal must contain the following information:</p> <ul style="list-style-type: none"> 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 	

BID PROPOSAL – CONTINUED

PAGE

- 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.

8. 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.”

9. Check which bidder’s “bid law” certification statements apply to this contract.

- A. M.G.L. c.30, s39M (a) and (c) *
- B. M.G.L. c.149, s44D (1) (b) and s44E (2) (3) **

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”

D. EEO/AA Provisions *,**

“The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Minority/Woman Business Enterprise provisions as required under these contract provisions. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions and submit it to the contracting agency prior to the award of such subcontract.”

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.”

** See Attached Appendix A1 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 Attached Appendix A2 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.*

10. The following MBE/WBE participation and Vendor Information Forms are included as part of the bid proposal.

Schedule of Participation for SRF Construction

Form EEO-DEP-190C in the BID PROPOSAL at

Letter of Intent for SRF Construction

Form EEO-DEP-191C in the BID PROPOSAL at

Vendor Information Form-SRF Construction (2 pages)

Form-EEO-DEP-VIF-C in the BID PROPOSAL at

See Attached Forms EEO-DEP-190C through EEO-DEP-590C &EEO-DEP-VIF-C

11. Article XII of the “Commonwealth of Massachusetts Modified Supplemental Equal Opportunity Anti-discrimination and Affirmative Action Program” requires that the contractor’s certification form, which must be signed by the successful low bidder prior to award by the contracting agency, must appear in the contract and the subcontractor’s certification form, which must be signed by the prospective subcontractor(s), must be submitted to the contractor and included in the subcontract.

Contractor’s “Revised” Workforce Certification In Bid Proposal at

Sub Contractor’s “Revised” Workforce Certification In Bid Proposal at

See Appendix B1 & B2 or Contract Compliance Procedure package pages EEO-AAO-CCP 6 & 7 for these Workforce Certifications Forms

BID PROPOSAL – CONTINUED

PAGE

12. The following MDRP form is included as part of the Bid Proposal.

Massachusetts Diesel Retrofit Program Statement of Intent to Comply
In the BID PROPOSAL at

See attached Appendix C “Massachusetts Diesel Retrofit Program (MDRP)”.

CONTRACT

PAGE

13. The following paragraphs must be included in their entirety in the Contract.

- A. “The fair share construction goals for minority enterprise (MBE) and women’s business enterprise (WBE) participation for this contract is a minimum of five point three zero (5.30) percent MBE participation and four point four zero (4.40) percent WBE participation, applicable to the total dollar amount paid for the construction contract. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority and women-owned businesses, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the (municipality). The contractor shall require similar reports from its subcontractors.”
- B. “The contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.”
- 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.”

14. 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.

- A. “The time for completion of this contract is _____ calendar days”
- B. “Liquidated damages specified in this contract are \$_____ per day for each calendar day beyond the contract completion date that work remains uncompleted.”
- C. As per DEP’s Policy Memorandum #10 – the agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be _____ percent.

15. 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.”

16. 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 & Property Damage	\$1,000,000. Each occurrence 1,000,000. General aggregate
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C. Vehicle Liability Insurance

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

These coverages are stated in the SPECIFICATIONS at

17. “The Commonwealth of Massachusetts Modified Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program” Package (See Attached Pages EEO-AAO-MS Page 1 through EEO-AAO-MS-Page 7) approved for use in the Bureau of Resource Protection Assisted Projects must be included in the Commonwealth of Massachusetts Requirement Section of the Contract Documents, with the minority percentage applicable in the Owner's area included in Article III.1. on Page EEO-AAO-MS-Page 2 filled in.

This package is incorporated in the SPECIFICATIONS at

GENERAL/SUPPLEMENTARY CONDITIONS – CONTINUED

PAGE

18. “The Commonwealth of Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program - CONTRACT COMPLIANCE PROCEDURE” Package (See Attached Pages EEO-AAO-CCP-Page 1 through EEO-AAO-CCP-Page 13) shall be included in the Commonwealth of Massachusetts Requirement Section of the Contract Documents with the attached Massachusetts Commission Against Discrimination (MCAD) workforce reporting forms.

Contractor’s weekly workforce utilization report CAD 85

Contractor’s quarterly projected workforce table CAD 85-1

Contractor’s quarterly compliance report CAD 75

This package is incorporated in the SPECIFICATIONS at

19. “The Construction Bid Specifications SPECIAL PROVISIONS FOR MINORITY/WOMEN BUSINESS ENTERPRISES The Department of Environmental Protection Division of Municipal Services” Package (See Attached Pages EEO-DEP-SP-Page 1 through EEO-DEP-SP-Page 8 and EEO-DEP Forms) shall be included in the Commonwealth of Massachusetts Requirement Section of the Contract Documents with the attached EEO-DEP forms:

Schedule of Participation EEO-DEP-190C

Letter of Intent EEO-DEP-191C

Certificate of Work Start-Up EEO-DEP-290C

Quarterly MBE/WBE Activity Report EEO-DEP-390C

Request for Waiver (2 pages) EEO-DEP-490C

Contract Completion Verification EEO-DEP-590C

Vendor Information Form EEO-DEP-VIF-C

This package is incorporated in the SPECIFICATIONS at

20. The following permits, if applicable to this project, are the owner’s responsibility and must appear in the Permits Section of the specifications.

- A. U.S. Corps of Engineers Section 404 Permit
- B. Mass. Div. of Waterways License (310 CMR 9.00)
- C. Local Conservation Commission Order of Conditions (Chapt. 131, Sec. 40)
- D. Mass. Div. of WPC Sewer Extension/Connection Permit (314 CMR's 7.00 & 12.00)
- E. Mass. State Highway Permit
- F. Mass. Division of WPC Water Quality Certificate
- G. Specify other Permits and/or Licenses

- (1) _____
- (2) _____
- (3) _____

GENERAL/SUPPLEMENTARY CONDITIONS – CONTINUED	PAGE
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21. The following statutes regulating construction contracts for public buildings and public works projects, are to be incorporated into All Specifications in the Commonwealth of Massachusetts Requirement Section. Those statutory references in bold 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 world wide web at the following site by inserting the chapter-section just before .htm**

ie <http://www.state.ma.us/legis/laws/mgl/30-39F.htm>

M.G.L c.30 s 39F Payment to Subcontractor

- c.30 s 39I Deviation from Plans and Specifications
- c.30 s 39J No Arbitrary Decisions are Final
- c.30 s 39L Construction Work by Foreign Corporations
- c.30 s 39M(b) Substitution of Equal Products
- c.30 s 39N Differing Site Conditions**
- c.30 s 39O Equitable Adjustments for Delays**
- c.30 s 39P Decision on Interpretation of Specifications
- c.30 s 39R Contractor's Records
- c.149 s 34 Limitations on Hours of Work
- c.149 s 44J Advertising Invitations to Bid
- c.82 s 40 Excavations; Notice; Penalties

These statutes are included in the SPECIFICATIONS at

In addition, contracts bid under c.149, ss44A – 44J shall include:

M.G.L. c.30 s 39K Prompt Payment

- c.149 ss44F and 44G

These provisions are included in the SPECIFICATIONS at

CONSULTING ENGINEER’S CERTIFICATION SECTION PLAN AND SPECIFICATION CHECKLIST	ENGR Initials
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22. Massachusetts Wage Rates Request from Division of Occupational Safety, 399 Washington Street, Boston, MA 02108, (617) 727-3492

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.

CONSULTING ENGINEER'S CERTIFICATION SECTION - CONTINUED

**ENGR
Initials**

23. Project Identification

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

- Owner's Name
- Suitable Title
- Project No. SRF-
- Contract No.

24. 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.

25. Index - Note - Legend Sheet(s) (Plans)

The Index - Note – Legend Sheet(s) of the plans must provide the following minimum information:

- (a) Locus map
- (b) North arrow
- (c) Index
- (d) Symbols/Abbreviations Reference
- (e) Vertical Datum Plans used for Design and Layout
- (f) Municipal Wells/Reservoirs located within 1/2 mile of project site

26. Policy memoranda (CG's) are Implemented in Contract (Plans/Specifications)

- CG-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.
- CG-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.
- CG-3 **Field Controls** will be furnished by the LGU with the necessary benchmarks and base lines for the contractor to lay out the work.
- CG-4 **Record Drawings** 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 **Plan Scale** used in the preparation of the plans is 1"= 40' horizontal and 1"= 4' vertical for all non-structural drawings.
- CG-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.

CONSULTING ENGINEER'S CERTIFICATION SECTION – CONTINUED

**ENGR
Initials**

CG-7 **Breakdown of Bid Items for Sewer Pipe Installation** where applicable have been incorporated in the bid documents.

CG-8 **Pavement** over new sewer trenches in existing paved roads will be done in accordance with the CG's width limits and thickness.

CG-9 **Pipe testing** requirements for the infiltration/exfiltration or low-pressure air test will be met prior to the release of pipe retainage monies.

CG-10 **Change Orders** will be submitted on the Department's forms with appropriate documentation listed in the CG.

CG-11 **Utility Relocation** has been minimized through communication with existing utilities prior to final design layout of the project.

CG-12 **Refundable Deposits for Plans and Specifications** are in place for the timely returns of plans and specifications received in good condition.

CG-13 **Bid Opening Procedures** of the Department are in place and will be followed for the contractor selection.

CG-14 **Payment for Rock Excavation** is consistent with the pay limits and definitions of the CG.

CG-15 **Traffic Police** are eligible as part of the administrative cost of the project.

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.

DWS Policy 88 – 02Review of Sewer Line/Water Supply Protection of public water supplies within the influence of construction have been delineated on the plans with special construction methods shown on the plans and incorporated in the specifications

See Attached Pages DEP-DMS-CG's Page 1through 24

27. Design Criteria

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.

28. M.G.L. Chapter 30, Section 39M(b)

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.

CONSULTING ENGINEER'S SECTION – CONTINUED

**ENGR
Initials**

29. Flood Insurance/Protection

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).

30. Building and Lot Identification

The plans must provide the location of the dwelling/building, street number And sill elevation. Vacant or unbuildable lots must be identified.

The plans as submitted comply with the above.

THIS SECTION IS FOR DMS USE ONLY

YES

NO

The Plans and Specifications are in conformance with the Following:

1. The approved Comprehensive Wastewater Management Plan, Project Evaluation Report, or Sewer System Evaluation Survey:
2. The Project Evaluation Forms (PEF):
3. The NEIWPC "Guide for the Design of Wastewater Treatment Works" TR-16:

Comments:

APPENDIX A1

Certification Statements wording required in the BID PROPOSAL of contracts bid under the provisions of c.30,s39M (Non-Building/Public Works Contract).

Pursuant to M.G.L. Ch. 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.

C.30 s39 (c) The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Minority/ Women Enterprise as required under these contract provisions. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions and submit it to the contracting agency prior to the award of such subcontract.

C.30 s39 (a) The undersigned certifies under penalties of perjury that this bid is in all respects bonafide, fair and made without collusion or fraud with any other person. As use in this paragraph the "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Certification undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts 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 regulations promulgated thereunder.

(Date)

(Name of General Bidder)

(Federal Employer Identification No.)

By: _____

(Signature)

(Title & Name of person signing bid)

(Business Address)

(City, State, Zip)

APPENDIX A2

Certification Statements wording required in the BID PROPOSAL of contracts bid under the provisions of c.149 s 44A – 44J (Building Contract with filed Sub-bids)

Pursuant to M.G.L. Ch. 62C, s 49A, 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.

The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract including compliance with the Minority/Woman Enterprise as required under these contract provisions. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions and submit it to the contracting agency prior to the award of such subcontract.

c149 s44D (1)(b) The undersigned certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement and that the bid is in all respects bonafide, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

c149 s44E (2) The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

c149 s44E (3) The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provision 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.

(Date)

(Name of General Bidder)

(Federal Employer Identification No.)

By: _____

(Signature)

(Title & Name of person signing bid)

(Business Address)

(City State, Zip)

APPENDIX – B1

Contractor' Certification

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

Certifies that:

1. It intends to use the following listed construction trades in the work under contract:

2. Will comply with the minority workforce ratio and specific affirmative action steps contained herein: and
3. Will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor's certification required by these bid conditions.

Signature of Authorized Representative

APPENDIX – B2

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

Certifies that:

1. It intends to use the following construction trades in the work under the contract:

2. Will comply with the minority workforce ratio and specific affirmative action steps contained herein: and
3. Will obtain from each of its subcontractors prior to the award of any subcontract under this contract the subcontractor's certification required by these bid conditions.

Signature of Authorized
Representative of Subcontractor

APPENDIX – C

MASSACHUSETTS DIESEL RETROFIT PROGRAM (MDRP)

The Department of Environmental Protection has developed the Massachusetts Diesel Retrofit Program (MDRP) in response to increasing public health concerns with the emissions from diesel engines and vehicles. To control these emissions, the MDRP has identified oxidation catalyst retrofits as the control technology of choice. These retrofits consist of either an in-line replacement engine muffler system or an add-on control device. Compliance with the MDRP is technology based, such that installation of an EPA-certified (or equivalent) control device will constitute full compliance.

STATEMENT OF INTENT TO COMPLY

This form must be signed and submitted by the bidder as part of the bid.

Local Governmental Unit _____ **SRF Project No.** _____

Contract No. _____ **Contact Title** _____

Bidder _____

The undersigned, on behalf of the above-named Bidder, agrees that, if awarded the contract, the Bidder will comply with the Massachusetts Diesel Retrofit Program (MDRP) by having all of the off-road (non-registered) diesel vehicles/equipment used on the contract equipped with, or retrofitted with, after-engine emission controls that are EPA certified or their equivalent.

(Signature of Bidder's Authorized Representative)

(Date)

MA DEP – DMS BID PROVISIONS FOR SRF PROJECTS

ADVERTISING REQUIREMENTS

- (1) * **CENTRAL REGISTER**
14 days prior to bid opening
- (2) * **LOCAL NEWSPAPERS**
14 days prior to bid opening
- (3) * **POSTED NOTICE**
7 days prior to bid opening

CHAPTER 149 ss. 44A – 44J Projects Building Contracts with Filed Sub - Bids

CHAPTER 30 s. 39M Projects Non-Building/Public Works Contracts

(4) GENERAL BID OPENING
With 5% bid security from
Each bidder
[44B (2) 2]
(min 4 days after sub-bid opening)
[44F (3)]

(4) GENERAL BID OPENING
With 5% bid security from
Each bidder
[39M (a)]

(5) BID SECURITY RETURNED
Within 5 working days of
Bid opening except the 3 lowest bidders
[44B (3)]

(5)* BID SECURITY RETURNED
No time frame
Holds – 3 lowest bidders

(6)* CONTRACT AWARD
by Local Government Unit
within 30 working days of bid opening
[44A (3)]

(6)* CONTRACT AWARD
by Local Government Unit
within 30 working days of bid opening
[DMS Policy]

**(7)* EXECUTE CONTRACT AGREEMENT/
PROCURE DOCUMENTS**
By low bidder within
5 working days of Notice of Award
[44E (2) E]

**(7)* EXECUTE CONTRACT AGREEMENT/
PROCURE DOCUMENTS**
By low bidder within
10 calendar days of Notice of Award
[39M (c)]

(8) NOTICE TO PROCEED
Issued by owner within reasonable time

(8) NOTICE TO PROCEED
Issued by owner within reasonable time

(9)* WORK BEGINS
Within 10 days of the
Notice to Proceed

(9) WORK BEGINS
Within a reasonable time
after the Notice to Proceed

ADDITIONAL NOTES

[bid law reference section in parenthesis]

- (1)* Deadline for the acceptance of advertisement in the Central Register is Tuesday @ 4PM. The advertisement is published 8 days later on Wednesday. Telephone Number (617)727-9136 – FAX (617) 742-4822.
- (2)* Advertise in the local newspaper once a week for two weeks. The last publication should be one week before the bid opening.
- (3)* Post the notice of bid advertisement in or near the office of awarding authority.
- (5)* Chapter 30 is silent on the time frame for holding the bid security. All but the low bidders security should be returned by the award of the contract.
- (6)* The contract award is done within 30 working days of the bid opening unless the bid holding period is extended by mutual agreement.
- (7)* Low bidder provides original insurance certificates and original construction bonds to the Local Governmental Unit at the execution of the contract.
- (9)* Contract Criterion Division of Capital Assets Management and Maintenance (formerly DCPO).

DCAM CERTIFICATION CATEGORIES

DO NOT CONFUSE WITH C.149 S44F (1) SUB-BID CATEGORIES

General Building Construction
Alarm Systems
Asbestos Removal
Demolition
Doors & Windows
Electrical
Elevators
Energy Management Systems
Floor Covering
Fire Protection Systems
Hazardous Waste Removal
Historical Building Restoration
Historical Masonry
Historical Painting
Historical Roofing
HVAC
Masonry
Mechanical Systems
Modular Construction/Prefab
Painting
Plumbing
Pumping Stations
Roofing
Sewage and Water Treatment Plants
Telecommunications Systems
Waterproofing
Deleading
Special



You can request DCAM to create a Special Category for a Specific Project, but allow Ample Time to Create the Category and allow Contractors Time to get Certified.

**CONSTRUCTION BID SPECIFICATIONS
SPECIAL PROVISIONS FOR MINORITY/WOMEN BUSINESS ENTERPRISES
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF MUNICIPAL SERVICES**

- I. In this contract, the percentage of business activity to be performed by minority/women business enterprise(s) shall not be less than the following percentages of the total contract price or the percentage submitted by the contractor in the Schedule of Participation, whichever is greater:

Minority Contractors 5.30%* Women Contractors 4.40%*

**Note: The above referenced Federal Fair Share M/WBE goals apply for calendar year 2005, but are subject to periodic review by DEP and EPA and may change in subsequent calendar years.*

II. DEFINITIONS

For the purpose of these provisions, the following terms are defined as follows:

- A. Agency - The Department of Environmental Protection
- B. Bidder - Any individual, partnership, joint venture, corporation, or firm submitting a price, directly or through an authorized representative, for the purpose of performing construction or construction related activities under a Contract.
- C. Certificate of Work-Start Up - A letter to be signed by a principal contractor prior to performance of work by Minority and Women Business Enterprises under a Contract. (See attached Form EEO-DEP-290).
- D. Compliance Unit - A subdivision of the Agency's Affirmative Action Office designated to ensure compliance under these provisions.
- E. Contract Compliance Officer - The person(s) designated by the Agency to assist and make recommendations with respect to compliance with the provisions of this document.
- F. Contractors - Any business that contracts or subcontracts for construction, demolition, renovation, survey, or maintenance work in the various classifications customarily used in work and that is acting in this capacity under the subject contract.

- G. Construction Related Services - Those services performed at the work site ancillary to, and/or in support of, the construction work, such as hauling, trucking, equipment operation, surveying or other technical services, etc. For the purposes hereof, supply and delivery of materials (e.g. pre-cast concrete elements) to the site by a supplier who has manufactured those goods, or substantially altered them before re-sales shall be considered as “construction related services”.
- H. Construction Work - The activities at the work site, or labor and use of materials in the performance of constructing, reconstructing, erecting, demolishing, altering, installing, disassembling, excavating, etc, all or part of the work required by the Contract Documents.
- I. Equipment Rental Firm - A firm that owns equipment and assumes actual and contractual responsibility for renting said equipment to perform a useful function of the work of the contract consistent with normal industry practice.
- J. Grantee - An agency, person or political subdivision which has been awarded or received financial assistance by the Trust or the Agency.
- K. Joint Venture - An agreement between SOMWBA certified M/WBE and a non-minority or non-WBE controlled enterprise.
1. A pairing of companies will be considered a MBE or WBE joint venture if the SOMWBA certified M/WBE which is part of the relationship has more than 51% of the profits that are derived from that project.
 2. A joint venture between a certified M/WBE subcontractor and a non M/WBE subcontractor, in which the M/WBE for that proportion of the joint venture’s contract equal to the M/WBE participation in the joint venture.
 3. Whenever a general bid is filed by a joint venture with a certified M/WBE participant in the joint venture that does not exercise more than 51% control over management and profits, that joint venture shall be entitled to credit as a M/WBE for that portion of the joint venture’s contract equal to the M/WBE participation in the joint venture. Minority As deemed by SOMWBA.
- L. Letter of Intent – Certified document signed by the principal(s) of the Minority or Women Business Enterprise with respect to the work to be performed under contract.
- M. Local Government Unit – A City, Town, or municipal district which applies for a loan under the Water Pollution Abatement Trust Program.

- N. Material Supplier – A vendor certified by SOMWBA as a M/WBE in sales to supply industry from an established place of business or source of supply, and that vendor.
1. Manufactures goods from raw materials, or substantially utilizes them in the work, or substantially alters them before resale, entitling the general contractor to M/WBE credit for 100% of the purchase order.
 2. Provides and maintains a storage facility for materials utilized in the work, entitling the general contractor to M/WBE credit for 10% of the purchase order.
- O. M/WBE Activity Documentation – Contractor utilization of Minority and Women Business Enterprises will be documented on a monthly basis by review of the Payment Requisitions submitted by the Local Government Unit through their consultant on the Form-2000.
- P. Minority and Women Business Enterprise (M/WBE) – Any business concern certified by the SOMWBA as a bona-fide M/WBE. A bona-fide M/WBE is a business whose minority group/women ownership interests are real, which have at least 51% ownership and control over management and operation.
- Q. Percent of Total Price – Is the percentage to be paid to the M/WBE, work they perform, as compared to the total bid price.
- R. SOMWBA – The State Office of Minority and Women Business Assistance.
- S. Total Contract Price – The total amount of compensation to be paid for all materials, work or services rendered in the performance of the contract.
- T. Trust – The Water Pollution Abatement Trust established by M.G.L. c.29.

III. REQUIREMENTS FOR CONTRACT AWARD

- A. As a part of the contract bid documents, the contractor shall submit a schedule with accompanying letters of intent on the appropriate forms (See forms EEO-DEP-190 and EEO-DEP-191). The letter of intent shall include, among other things, a reasonable description of the work the M/WBE is proposing to perform and the prices the M/WBE proposes to charge for the work.

A letter of intent shall be jointly signed by the M/WBE and the primary contractor who proposes to use them in the performance of the Contract. The schedule shall list the M/WBEs with whom the contractor intends to subcontract and state the total price to be paid to each M/WBE as taken from each letter of intent submitted under this subsection.

- B. As part of the bid proposal, the bidder shall submit a Schedule of Participation on the forms attached and shall list those M/WBEs the contractor intends to use in fulfilling the contract obligations, the nature of the work to be performed by each M/WBE subcontractor and the total price they are to be paid.
1. A listing of bona-fide services such as a professional, technical, consultant or managerial services, assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract, and reasonable fees or commissions charged.
 2. A listing of haulers, truckers, or delivery services, not the contractors, including reasonable fees for delivery of said materials or supplies to be included on the project.
- C. As a part of the contract bid documents, the contractor shall submit the SOMWBA “Minority and Women Certification” as prepared by each M/WBE.

IV. REQUIREMENTS FOR MODIFICATION OR WAIVERS.

The bidder shall make every possible effort to meet the minimum requirements of M/WBE participation. If the percentage goals of M/WBE participation submitted by the bidder on its Schedule of Participation (EEO-DEP-190) does not meet the minimum requirements, the bid shall be rejected and found not to be eligible for award of the contract, unless the bidder is granted a waiver pursuant to this section.

In the event that a bidder is unable to meet the minimum M/WBE percentage goals, the bidder may submit a Request for Waiver (EEO-DEP-490). The Agency in conjunction with the project manager, Affirmative Action Compliance Unit, will make an assessment of the bidder’s application for a waiver.

Within five (5) working days following bid opening, the bidder must submit by registered mail to the Agency detailed information as specified below to establish that they have made a good faith effort to comply with the percentage goals specified in Part I. In addition, the bidder must show that such efforts were undertaken well in advance of the time set for opening of bids to allow adequate response. If the information and documentation demonstrates that despite such efforts the bidder was/is unable to meet the M/WBE participation requirements, a waiver request may be submitted which provides the following:

- A. A detailed record of the effort made to contact and negotiate with minority and/or woman owned businesses, including:
 1. names, addresses and telephone numbers of all such companies contacted;

2. copies of written notices(s) which were sent to M/WBE potential subcontractors, prior to bid opening;
 3. a detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and
 4. in the case(s) where a negotiated price could not be reached the bidder should detail what efforts were made to reach an agreement on a competitive price;
 5. copies of advertisements, dated not less than ten (10) days prior to bid opening, as appearing in general publications, trade-oriented publications, trade-oriented publications, and applicable minority/women-focused media detailing the opportunities for participation.
- B. The Agency may require the bidder to produce such additional information as it deems appropriate.
- C. No later than fifteen (15) days after submission of all required information and documentation, a decision as to whether a waiver will be granted will be made in writing to the bidder. If the waiver request is denied, the facts upon which a denial is based will be set forth in writing. A bidder who is dissatisfied with the decision may appeal that decision.
- D. If it is determined that one or more of the M/WBE contractors submitted by the bidder on form EEO-DEP-190 is not SOMWBA certified or certified by the Local Government Unit in accordance with the provisions Executive order 237, the bidder shall have 10 working days, following notification, to either find a certified M/WBE contractor to perform work equal to or greater than that of the uncertified contractor or to submit a waiver request pursuant to this section.

V. **MINORITY BUSINESS ENTERPRISES/WOMEN BUSINESS ENTERPRISES PARTICIPATION**

A. **Reporting Requirements**

1. The contractor's utilization of Minority and Women Business Enterprises will be documented based upon submittal of the Local Government Unit's monthly Payment Requisitions as reported on Form-2000. The Form-2000 form will show all minority and women businesses performing work on the project regardless of any billing activity for that month. For auditing and accounting purposes, the General Contractor periodically may be required to submit copies of canceled checks verifying that payments have been made to the M/WBE as listed on the schedule. The General Contractor may also be required to submit current schedules on utilization

of all M/WBE to indicate when their services will commence and be billed for.

2. The contractor is required to submit a completed Certificate of Work Start Up by Minority/Women Business Enterprise within ten (10) days of work start-up for each minority/women business identified in the “Schedule of Participation of MBEs and WBEs” or working on the contract activity. The form must be signed by both the Contractor and the M/WBE prior to submittal to the Project Engineer and the Compliance Coordinator (See Attached Form EEO-DEP-290).
3. The contractor shall not perform any work designated for the named M/WBE on the Schedule submitted under Part I hereof, with it’s own organization or subcontractor(s) of any other contractor, without the prior written approval of the Agency.
4. During the life of the Contract, the Contractor’s fulfillment of the percentage requirements in Part I shall be determined with reference to the Contract price as follows:
 - A. If the price in the Contract executed exceeds the base bid price (e.g., because an alternate was selected or because unit prices were used in awarding the Contract), the Contractor shall submit for approval by the Agency a revised Schedule of Participation by MBEs and WBEs satisfying the percentage requirements and such other information concerning additional M/WBE participation as may be requested by the Agency.
 - B. If the Contract price increases after execution due to change orders or other adjustments, the Agency may require the Contractor to subcontract additional work or to purchase additional goods and services from Minority and Women Business Enterprises up to the percentages stated in Part I.

VI. COMPLIANCE

- A. If the Schedule or any of the Letters of Intent are materially incomplete, the Local Government Unit shall rescind its vote of award, treat the bid informal as to substance and reject the bid. If the bid is incomplete in any other respect than the Schedule the Local Government Unit with the approval of the Agency may waive the informalities upon satisfactory completion of the required information by the Contractor and the M/WBE as applicable.
- B. If the Local Government Unit finds that the percentage of M/WBE participation submitted by the contractor on its Schedule does not meet the percentage requirement in Part I, it shall rescind its vote of award and find such contractor not to be eligible for award of the contract.

- C. The Contractor shall not perform with its own organization, or subcontract to any other primary or subcontractor any work designated for the named M/WBE's on the schedule submitted by the prime contractor under Part III without the approval of the Agency.
- D. A Contractor's compliance with the percentage requirement in Part I shall continue to be determined by reference to the required percentage of the total contract price as stated in Section I even though the total of actual contract payments may be greater or less than the bid price.
- E. If the general contractor for reasons beyond its control cannot comply with Part III in accordance with the Schedule submitted under Part III, Section B, the contractor must submit to the Compliance Unit as soon as they are aware of the deficiency, the reason for its inability to comply. Proposed revisions to the Schedule stating how the contractor intends to meet its obligations under these conditions must be submitted within ten working days of notification.
- F. Any change or substitution of the officers or stockholders in a M/WBE organization that reduces the ownership or control to under 51% by minority person(s)/Woman or less than the requisite percentage, shall be grounds for immediate rescission of the M/WBE status. Contractor's compliance with this Special Provision obligation will be considered terminated immediately upon notification that the M/WBE designation has been rescinded, and the Contractor shall proceed by notifying SOMWBA and the Compliance Unit as stated above in subsection (C).
- G. If a M/WBE listed by the general bidder in its Schedule of M/WBE contractors fails to obtain a performance or payment bond requested by the general bidder, said failure shall not entitle the bidder to avoid the requirements of Part III (A). After a general bidder has been awarded the contract, he shall not change the M/WBE listed in its Schedule at the time of the award or make any other such substitutions without the written approval of the Agency.
- H. The contractor and the M/WBE's shall comply with all reporting requirements of the Compliance Unit to demonstrate ongoing compliance with the Schedule of Participation and Letters of Intent.

VII. EQUAL EMPLOYMENT OPPORTUNITY FOR THE HANDICAPPED

The contractor shall comply with the provisions of Executive Order No. 143 entitled "Equal Employment Opportunity for the Handicapped" which is herein incorporated by reference and made a part of this contract. In connection with the performance of work under this contract, the contractor, sub-contractors and suppliers of goods and services must give written notice of their commitments under this Article to any Labor Union, association or brotherhood with which they have a collective bargaining contract or other

agreement. A copy of such notice must be furnished to the Grantee at the time of signing of the contract.

VIII. SANCTIONS

- A. If the contractor does not comply with the terms of these Special Provisions, the Awarding Authority may (1) suspend any payment for the work that should have been performed by a M/WBE pursuant to the schedule, or (2) require specific performance of the contractor's obligation by requiring the contractor to subcontract with a M/WBE for any contract or specialty item at the contract price established for that item in the proposal submitted by the Contractor.
- B. To the extent that the contractor has not complied with the terms of these Special Provisions, the Awarding Authority may retain in connection with Estimates and Payments an amount determined by multiplying the bid price of this contract by the percentage in Section I, less the amount paid to M/WBE's for work performed under the contract and any payments already suspended under VIII A.
- C. In addition, or as an alternative, to the remedies under VIII-A and B, the Awarding Authority may suspend, terminate or cancel this contract, in whole or in part, or may call upon the contractor's surety to perform all terms and conditions in the contract, unless the contractor is able to demonstrate his compliance with the terms of these Special Provisions, and further deny to the contractor, the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.
- D. In any proceeding involving the imposition of sanctions by the Awarding Authority, no sanctions shall be imposed if the Awarding Authority finds that the contractor has taken every possible measure to comply with these Special Provisions or that some other justifiable reason exists for waiving these Special Provisions in whole or in part.
- E. The contract shall provide such information as is necessary in the judgement of the Awarding Authority to ascertain its compliance with the terms of these Special Provisions.

IX. HEARINGS AND APPEALS

- A. No sanctions under Section VIII shall be imposed by the Awarding Authority except in an adjudicatory proceeding under Chapter 30A of the General Laws.
- B. A contractor shall have the right to request suspension of any sanctions imposed under Section VIII upon demonstrating that he is in compliance with these Special Provisions.

APPROVED BY THE EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS ("EOEA"):

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION
 MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF MUNICIPAL SERVICES

SCHEDULE OF PARTICIPATION FOR SRF CONSTRUCTION

Project Title: _____ **Project Location:** _____

Minority Business Enterprise Participation in the SRF Loan Work

Name & Address of MBE	Nature of Participation	Dollar Value of Participation
1.		
2.		
3.		
Total MBE Commitment:		\$ _____
Percentage MBE Participation = (Total MBE Commitment) / (Bid Price) =		% _____

Women Business Enterprise Participation in the SRF Loan Work

Name & Address of WBE	Nature of Participation	Dollar Value of Participation
1.		
2.		
3.		
Total WBE Commitment:		\$ _____
Percentage WBE Participation = (Total WBE Commitment) / (Bid Price) =		% _____

The Bidder agrees to furnish implementation reports as required by the Awarding Authority to indicate the M/WBE(s) which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.

Name of General Bidder: _____

Date: _____ By: _____

Signature

NOTE: Participation of a Minority-owned or Women-owned enterprise may be counted in only their certified category; the same dollar participation cannot be used in computing the percentage of Minority participation and again of Women participation.

CERTIFICATE OF WORK START-UP FOR SRF CONSTRUCTION

This form is to be submitted by the General Contractor to the DEP AAO Director via DEP Program Manager within 10 days after commencing work by the MBE or WBE. A separate form must be filed for each MBE/WBE involved in the project. Be sure to indicate whether this form is being filed in accordance with the original or a revised schedule of participation.

Contract #: _____ Date: _____ SRF #: _____

Contract Title: _____ Project Location: _____

General Contractor: _____

Subcontractor: _____
 (Please indicate MBE or WBE)

DESCRIPTION OF MBE/WBE WORK (LETTER OF INTENT)

Description of Activity and Total Participation*

MBE/WBE Work to Commence on: _____ MBE/WBE Amount: \$ _____

ORIGINAL Schedule OR REVISED Schedule, DATED: _____

If the work start up date or description of activity are different from that listed on the Letter of Intent or Contract, please explain: (if more space is needed continue on back of sheet)

I hereby certify that all work listed in the Contract/Letter of Intent (or approved changes thereto as explained above) will/have commence(d) on _____ And that the above amount of these services is the true amount.

GENERAL CONTRACTOR		SUBCONTRACTOR	
(Authorized Original Signature)	Date	(Authorized Original Signature)	Date
ADDRESS:		ADDRESS:	
TELEPHONE #:		TELEPHONE #:	
FEIN:		FEIN:	

*** Attach a copy of the Letters of Intent and the Signed Contract.**

REQUEST FOR WAIVER FOR SRF CONSTRUCTION

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for MBE/WBE participation, the Bidder may seek relief from these requirements by filing this form (completed) NO LATER THAN FIVE (5) working days following bid opening. Failure to comply with this process shall be cause to reject the bid thereby rendering the Bidder not eligible for award of the contract.

General Information

Project Title: _____ Project Location: _____

Bid Opening (time/date) _____

Bidder: _____

Mailing Address: _____

Contact Person: _____ Telephone No. () _____ Ext. _____

Minimum Requirements

The Bidder must show that good faith efforts were undertaken to comply with the percentage goals as specified. The firm seeking relief must show that such efforts were taken appropriately in advance of the time set for opening bid proposals to allow adequate time for response(s) by submitting the following:

- A. A detailed record of the effort made to contact and negotiate with minority and/or woman owned businesses, including:
 - 1. names, addresses, telephone numbers and contact dates of all such companies contacted;
 - 2. copies of dated written notice(s) which were sent to MBE/WBE potential subcontractors prior to application deadlines;
 - 3. copies of dated advertisements as appearing in general publications, trade-oriented publications, and applicable minority/women-focused media detailing the opportunities for participation;
 - 4. a detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and
 - 5. in the case(s) where a negotiated price could not be reached the bidder should detail what efforts were made to reach an agreement on a competitive price.

- B. The Agency may require the Bidder to produce such additional information as it deems appropriate and may obtain whatever other information it deems necessary to reach a conclusion from any source.
- C. No later than fifteen (15) days after receipt of all necessary information and documentation, a decision will be made in writing to the bidder. If the waiver request is denied, the facts upon which a denial is based will be set forth. A Bidder who is dissatisfied with the decision may then appeal that decision to the EOE A.

Special Note

If it is determined that one or more of the MBE/WBE subcontractors as submitted by the Bidder on form EEO-DEP-190C is not SOMWBA certified or certified by the Local Government Unit in accordance with the provisions of Executive Order 237, the Bidder shall have 10 working days, following notification, to either find a certified MBE/WBE subcontractor to perform work equal to or greater than that of the uncertified or submit a waiver request.

CERTIFICATION

The undersigned herewith certifies that the above information and appropriate attachments are true and accurate to the best of my knowledge and that I have been authorized to act on behalf of the Bidder in this matter.

(authorized original signature)

DATE

MAILING INSTRUCTIONS: (CERTIFIED MAIL)

TO: DEP-DMS PROGRAM MANAGER _____
ONE WINTER STREET – 5TH FLOOR
BOSTON, MA 02108-4747

CC: DEP - CRU DIRECTOR
ONE WINTER STREET - 4TH FLOOR
BOSTON, MA 02108-4747

Commonwealth of Massachusetts
Vendor Information Form – SRF Construction

Awarding Authority:

Contract Name:

Contract Project Number:

Company Name:

Street Address 1:

Street Address 2:

City:

State:

Zip Code:

Telephone Number:

() -

Fax Number:

() -

E-mail Address:

WWW Address:

Dunn & Bradstreet Number:

Federal Employer ID No.

County:

Contact Person:

What geographic area does your firm service?

- | | | |
|--|---|--------------------------------------|
| <input type="checkbox"/> Metropolitan Boston | <input type="checkbox"/> Massachusetts (Entire State) | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Southeastern Mass | <input type="checkbox"/> Rhode Island | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Western Mass | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> New York |
| <input type="checkbox"/> North of Boston | <input type="checkbox"/> Connecticut | <input type="checkbox"/> Connecticut |

Primary SIC Code

Secondary SIC Code

Date company was founded

Gross Annual Sales

- | | | |
|---|--|---|
| <input type="checkbox"/> \$0 - \$49,999 | <input type="checkbox"/> \$500,000 - \$999,999 | <input type="checkbox"/> \$5,000,000 - \$10,000,000 |
| <input type="checkbox"/> \$50,000 - \$99,999 | <input type="checkbox"/> \$1,000,000 - \$2,499,999 | <input type="checkbox"/> Over \$10,000,000 |
| <input type="checkbox"/> \$100,000 - \$ 499,999 | <input type="checkbox"/> \$2,500,000 - \$4,999,999 | |

Number of Employees

- | | | |
|--|--|--|
| <input type="checkbox"/> 1- 10 employees | <input type="checkbox"/> 20 – 30 employees | <input type="checkbox"/> OVER 50 employees |
| <input type="checkbox"/> 10 – 20 employees | <input type="checkbox"/> 30 – 50 employees | |

Bonding Capacity

- | | | |
|---|--|---|
| <input type="checkbox"/> \$0 - \$49,999 | <input type="checkbox"/> \$500,000 - \$999,999 | <input type="checkbox"/> \$5,000,000 - \$10,000,000 |
| <input type="checkbox"/> \$50,000 - \$99,999 | <input type="checkbox"/> \$1,000,000 - \$2,499,999 | <input type="checkbox"/> Over \$10,000,000 |
| <input type="checkbox"/> \$100,000 - \$ 499,999 | <input type="checkbox"/> \$2,500,000 - \$4,999,999 | |

Business Structure

- | | | |
|-------------------------------------|--|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> S Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> C Corporation | <input type="checkbox"/> Joint Ventures |
| | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> LLC |

Are you a minority-owned firm?

Yes No

Are you a women-owned firm?

Yes No

Are you certified by the State Office of Minority and Women Business Assistance (SOMWBA)?

Yes No

If you are SOMWBA certified are you certified as an? MBE

WBE DBE

Are you certified by Division of Capital Assets Management and Maintenance formerly know as DCPO?

Yes No

Are you pre-qualified with the Massachusetts Highway Department?

Yes No

Commonwealth of Massachusetts
Vendor Information Form - SRF Construction (Page 2)

Largest State Contract:

- | | | |
|---|--|---|
| <input type="checkbox"/> \$0 - \$49,999 | <input type="checkbox"/> \$500,000 - \$999,999 | <input type="checkbox"/> \$5,000,000 - \$10,000,000 |
| <input type="checkbox"/> \$50,000 - \$99,999 | <input type="checkbox"/> \$1,000,000 - \$2,499,999 | <input type="checkbox"/> Over \$10,000,000 |
| <input type="checkbox"/> \$100,000 - \$ \$499,999 | <input type="checkbox"/> \$2,500,000 - \$4,999,999 | |

Contracting Agency for Largest State Contract:

Company Comments: (Include a brief description of the goods and/or services your company provides.)

Name of President or CEO

Date:

Telephone Number:

Name of Individual Completing the Form

Date:

Telephone Number:

**THE COMMONWEALTH OF MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, ANTI-DISCRIMINATION
AND AFFIRMATIVE ACTION PROGRAM**

CONTRACT COMPLIANCE PROCEDURE

Pursuant to Section XI of the Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program for construction contracts, the administering and/or the contracting agency's Contract Compliance Officer or the Affirmative Action Staff is the designated agent of the Massachusetts Commission Against Discrimination (MCAD). The responsibilities of the Contract Compliance Officer (MCAD agent) are to conduct compliance monitoring and enforcement of the program requirements.

To ensure that the minority workforce utilization goals on all construction contracts in excess of \$50,000, as well as minority/women business enterprise (M/WBE) goals are enforced effectively, the following procedures will be followed commencing with the initial contract specifications preparation and continuing throughout the life of the contract on all projects:

1. Contract Specifications
2. Bid Advertisement
3. Pre-Bid Conference
4. Pre-Construction Conference
5. Reporting System
6. Monitoring System
7. Identifying and Reporting of Non-Compliance
8. Non-Compliance Procedures
9. Recommendation and Sanction

1. CONTRACT SPECIFICATION

At the initial stage of contract specification preparation, the Contract Compliance Officer of the contracting agency must ensure the incorporation of the proper EEO/AA provisions in the general conditions of the contract.

2. BID ADVERTISEMENT

The Contract Compliance Officer will review all Bid advertisements before the notice is published to ensure that reference to the EEO/AA requirements is included.

3. PRE-BID CONFERENCE

At the Pre-bid Conference, the Contract Compliance Officer will inform potential bidders of the EEO/AA requirements of the contract. These include, but are not limited to the following:

- a. Adhering to minority workforce utilization and M/WBE participation goals for the contract.
- b. Informing potential bidders that the requirements are for the life of the contract.
- c. Informing potential bidders that the Sub-Contractors are obligated to comply with the same requirements and it is the responsibility of the Prime Contractor to ensure that Sub-Contractors comply with the contract provisions.
- d. Informing potential bidders of the required documents and forms that they must sign and submit with their bids, i.e., Bidder's Certification: Schedules of M/WBE Participation: M/WBE Letter of Intent: etc..
- e. Making information and/or resources available for M/WBE: i.e., State Office of Minority/Women Business Assistance (SOMWBA): New England Minority Supplier Development Council, Small Business Development Corporation (SBDC); and any other information that will assist the Prime Contractor in attaining the stated goals for M/WBE compliance.
- f. Making available minority workforce referral agencies such as Community agencies, etc..
- g. Question and answer period.

4. PRE-CONSTRUCTION CONFERENCE

At the Pre-Construction Conference, the Contract Compliance Officer will discuss the specific EEO/AA requirements with the Prime and Sub-Contractors. The Contract Compliance Officer will also:

- a. Distribute all necessary documents and reporting forms as required under the contract provisions.
- b. Review EEO/AA requirements and goals in detail.

- c. Explain the contractor's obligations to comply with the EEO/AA requirements and goals.
- d. Emphasize the EEO/AA provisions in Sections III and Section XIV of the Modified Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program.
- e. Provide information such as resources of minority workforce and M/WBE referrals to assist the contractor in achieving compliance with the contract obligations.
- f. Review the necessary reporting forms, i.e. Contractor's Quarterly Projected Workforce Table (Form CAD 85-1), Contractor's Weekly Workforce Utilization Report (Form CAD 85), Contractor Certification (Attachment A-1 for Prime Contractor, (Attachment A-2 for Sub-Contractor), etc..
- g. Secure the name and title of the EEO/AA Officer and Project Manager from the contractor with a letter signed by the Chief Executive Officer of the Contractor.

5. REPORTING SYSTEM

To ensure the proper compliance of the contractor's obligations in the utilization of his/her workforce, the following reporting system will be implemented:

- a. Contractors must submit the Contractor's Quarterly Projected Workforce Table (CAD 85-1) prior to the commencement of work and no later than five (5) working days prior to the start of each new quarter to the Contract Compliance Officer.
- b. Contractors must submit the Contractor's Weekly Workforce Utilization Report (CAD 85) to the Contract Compliance Officer no later than the following Tuesday of each week.
- c. The Prime Contractor is responsible for the submission of all reports from all of his/her sub-contractors.
- d. The Contracting/Administering Agency's Contract Compliance Officer must prepare the Agency's Monthly Contract Compliance Report (CAD75) for Minority Workforce Utilization and M/WBE Contract Activities Report and send them to MCAD no later than the 15th of the month following the end of each quarter.

6. MONITORING SYSTEM

In order for the Contract Compliance Officer to effectively implement and enforce the EEO/AA requirements, the following mechanism will be utilized:

- a. Review of the weekly utilization reports submitted by the contractors.

- b. Verify the date on the weekly reports, by conducting on-site monitoring.
 - (1) On-site monitoring will be conducted either on a weekly or daily basis according to specific projects.
 - (2) When conducting on-site monitoring, the Contract Compliance Officer will initially meet with the contractor's on-site supervisor to obtain the necessary data.
 - (3) The Contract Compliance Officer will conduct a visual head count of all the workers on-site used by each contractor, identifying the minority workers for each trade. If needed, an interview of each worker may be conducted to verify the information submitted by the contractor.

7. IDENTIFYING AND REPORTING OF NON-COMPLIANCE

When the contractor's Weekly Workforce Utilization Reports indicate that the contractor is in a condition of non-compliance and it is then verified by the Contract Compliance Officer's actual on-site visit, the procedures are as follows:

- a. The Contract Compliance Officer will notify and meet with the contractor to remedy their conditions of non-compliance in and attempt to bring the contractor into compliance. All activities with the contractor must be documented.
- b. If the Contract Compliance Officer is unable to bring the contractor into compliance, then the Contract Compliance Officer shall send a preliminary notification of apparent non-compliance, citing specific sections of the contract EEO/AA provisions to the Prime Contractor and/or the Sub-Contractor via Registered Mail, detailing the necessary remedies and granting a time-frame of (14) days for the contractor to come into compliance.
- c. If the contractor remains in non-compliance, then the Contract Compliance Officer shall notify the MCAD and issue a second notice of apparent non-compliance, informing the contractor that a formal non-compliance investigation will be conducted. This will include a request for specific records and documentation that the contractor must submit within the specific compliance time frame of 14 days.

8. NON-COMPLIANCE PROCEDURES

- a. Upon the completion of the investigation, if it is found that the contractor is still in a condition of non-compliance, then a final notice of apparent non-compliance will be issued, informing the contractor that a formal complaint of non-compliance will be filed at MCAD.
- b. When a non-compliance complaint is filed at MCAD, the complaint must include all documentation, such as reports; on-site reviews; correspondences; minutes of meeting and a copy of the contract.

- c. MCAD will conduct a conciliation conference in an attempt to bring the contractor into compliance. If the conference is unsuccessful, the MCAD will conduct an adjudicatory hearing pursuant to M.G.L. Chapter 30A and 804 CMR 9.00.
- d. The adjudicatory hearing will provide an opportunity for the contractor to present proof of his/her efforts to comply with the EEO/AA requirements. If the contractor can document that he/she has exhausted every possible measure to achieve compliance, then the contractor would be found in compliance with the EEO/AA contract obligations. If the contractor is unable to document every possible measure taken, then the contractor can be found in non-compliance. A final report of non-compliance will then be issued.

9. RECOMMENDATIONS OF SANCTIONS

At the adjudicatory hearing, if the contractor is found to be in non-compliance with the EEO/AA requirements, MCAD will make a final report of non-compliance. Once MCAD issues a final finding of non-compliance. MCAD will recommend that the administering contracting agency impose on the contractor one or more of the sanctions outlined in the Commonwealth of Massachusetts Modified Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program Section XIV within fourteen (14) days.

- NOTE:**
- (1) Non-compliance investigation will NOT be conducted without prior notice to the contractor.
 - (2) Sanctions will NOT be imposed without providing an adjudicatory hearing (Due Process) to the Contractor.

Attachment A-1

Contractor's Certification

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

certifies that:

1. It intends to use the following listed construction trades in the work under contract:

2. Will comply with the minority workforce ratio and specific affirmative action steps contained herein: and
3. Will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor's certification required by these bid conditions.

Signature of Authorized
Representative or Contractor

Attachment A-2

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that:

1. It intends to use the following construction trades in the work under the contract:

2. Will comply with the minority workforce ratio and specific affirmative action steps herein: and
3. Will obtain from each of its subcontractors prior to the award of any subcontract under this contract the subcontractor's certification required by these bid conditions.

Signature of Authorized
Representative of Subcontractor

Attachment B

Bidder's Certification

The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract. Including compliance with the Minority/Woman Business Enterprise as required under these contract provisions. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors a copy of the bidder's certification and submit it to the contracting agency prior to the award of such subcontract, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions.

Signature of Bidder

Name of Firm

Title

Date

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR'S WEEKLY WORKFORCE UTILIZATION REPORT**

PROJECT NAME: New Housing CONTRACT # C-581-A CONTRACT VALUE: \$5,900,000 MINORITY HIRING GOAL: 10%

NAME & ADDRESS OF GENERAL CONTRACTOR: Prime Contractor Inc, 1 Boston St., Boston, MA 02111. TEL. NO.: 617-467-0000

NAME & ADDRESS OF CONTRACTOR FILING REPORT: A Sub-Contractor Inc., 100 Mass St., Boston, MA 02222 TEL. NO.: 617-469-1111

WEEK ENDING: March 6, 1987 REPORT # 3 DATE WORK BEGAN 2/16/87 CHECK HERE IF THIS IS A FINAL REPORT

DATE WORK COMPLETED _____ REPORT BY: John Smith TITLE: EEO REPORTING DATE: March 9, 1987

JOB CATEGORY	NO. EMP.	WEEKLY TOTAL WORKHOURS	NO. MIN.	WEEKLY TOTAL MIN. HOURS	MIN %	TOTAL WORKFORCE UTILIZATION SINCE CONTRACT BEGAN			REMARKS
						WORKHOURS TO DATE	MIN. HOURS TO DATE	MIN % TO DATE	
<i>Foreman</i>	<i>1</i>	<i>40</i>	<i>0</i>			<i>120</i>	<i>0</i>		
<i>Carpenter</i>	<i>4</i>	<i>160</i>	<i>1</i>	<i>40</i>	<i>25%</i>	<i>400</i>	<i>60</i>	<i>15%</i>	
<i>Labor</i>	<i>10</i>	<i>400</i>	<i>1</i>	<i>40</i>	<i>10%</i>	<i>1000</i>	<i>120</i>	<i>12%</i>	
TOTAL	15	600	2	80	13.3%	1620	180	11%	

FORM: CAD 85

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR'S WEEKLY WORKFORCE UTILIZATION REPORT

PROJECT NAME: _____ CONTRACT NO.: _____ CONTRACT VALUE: \$ _____ MINORITY HIRING GOAL: _____

NAME & ADDRESS OF GENERAL CONTRACTOR: _____ TEL. NO.: _____

NAME & ADDRESS OF CONTRACTOR FILING REPORT: _____ TEL. NO.: _____

WEEK ENDING: _____ REPORT NO: _____ DATE WORK BEGAN: _____ CHECK HERE IF THIS IS A FINAL REPORT:

DATE WORK COMPLETED: _____ REPORT BY: _____ TITLE: _____ REPORTING DATE: _____

JOB CATEGORY	NO. EMP.	WEEKLY TOTAL WORKHOURS	NO. MIN.	WEEKLY TOTAL MIN. HOURS	MIN. %	TOTAL WORKFORCE UTILIZATION SINCE CONTRACT BEGAN			REMARKS
						WORK HOURS TO DATE	MIN. HOURS TO DATE	MIN. % TO DATE	

FORM: CAD 85

COMMONWEALTH OF MASSACHUSETTS
CONTRACTORS QUARTERLY PROJECTED WORKFORCE TABLE

NAME OF CONTRACTOR: A Sub-Contractor Inc.

ADDRESS: 1 Boston St., Boston, MA 02111

CONTRACTING AGENCY: MCAA PROJECT NAME: New Housing

CONTRACT DOLLAR VALUE: \$5,900,000 CONTRACT NO.: C-581-1

TRADES UTILIZED: Foreman, Carpenter, Laborer

ESTIMATE TOTAL HOURS TO COMPLETE WORK: 5900 Hours

QUARTER BEGIN: January 1, 1987 END: March 31, 1987

PREPARED BY: John Smith, EEO DATE: Dec. 20, 1986

NOTE: *A revised table must be submitted if there are any changes of projections.*

WEEK ENDING	TRADES	PROJECTED TOTAL WORKHOURS	PROJECTED MIN. HOURS	REMARKS
2/13/87	NO WORK			
2/20/87	Foreman	40	0	
2/27/87	Labor	80	40	
3/6/87	Foreman	40	0	
	Carpenter	120	40	
	Labor	200	40	
3/13/87	NO WORK			
3/20/87	Carpenter	80	0	
3/27/87	Labor	200	40	

FORM: CAD 85-1

COMMONWEALTH OF MASSACHUSETTS
CONTRACTORS QUARTERLY PROJECTED WORKFORCE TABLE

NAME OF CONTRACTOR: _____

ADDRESS: _____

CONTRACTING AGENCY: _____ PROJECT NAME: _____

CONTRACT DOLLAR VALUE: _____ CONTRACT NO.: _____

TRADES UTILIZED: _____

ESTIMATE TOTAL HOURS TO COMPLETE WORK _____

QUARTER BEGIN: _____ END: _____

PREPARED BY: _____ DATE: _____

NOTE: ***A revised table must be submitted if there are any changes of projections.***

WEEK ENDING	TRADES	PROJECTED TOTAL WORKHOURS	PROJECTED MIN. HOURS	REMARKS

FORM: CAD 85-1

**COMMONWEALTH OF MASSACHUSETTS
QUARTERLY CONTRACT COMPLIANCE REPORT**

_____ CONTRACTING AGENCY _____ REPORT PERIOD _____ REPORTING DATE _____ REPORTING AGENT, TITLE

DATE OF AWARD	PROJECT NAME	CONTRACT NO.	CONTRACT \$	CONTRACTOR NAME	WORK HOURS	MIN. HRS.	MIN. %	REMARKS

FORM: CAD 75

(For use in Division of Municipal Services Loan-Assisted Projects)

**THE COMMONWEALTH OF MASSACHUSETTS
MODIFIED
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

- I. For purposes of this contract, “minority” refers to Asian-American, Blacks, Spanish Surnamed Americans, North American Indians, and Cape Verdeans. “Commission” refers to the Massachusetts Commission Against Discrimination.

- II. During the performance of this contract, the Contractor and all of (his) Sub-contractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:
 1. In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

 2. In connection with the performance of work under this contract, the Contractor, shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects

- III.
1. As part of his obligation of remedial action under the foregoing section, the Contractor shall maintain on this project a not less than _____ percent ratio of minority employee man hours to total man hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those “classes of work” enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
 2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Commission, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the Commission.
- IV.
1. At the discretion of the Commission there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering this project, hereinafter called the administering agency, the Commission and such other representatives as may be designated by the Commission in conjunction with the administering agency.
 2. The Contractor (or his agent, if any, designated by him as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
 3. The Contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections, by week, or workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the Commission and Liaison Committee.
 4. Records of employment referral orders, prepared by the Contractor, shall be made available to the Commission and to the Liaison Committee on request.
 5. The Contractor shall prepare weekly reports in a form approved by the Commission of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each such week to the Commission and to the Liaison Committee.
- V. If the Contractor shall use any subcontractor on any work performed under this contract, he shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the Office of Minority Business Assistance (within the Executive Office of Communities and Development) or its designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.

- VI. In the employment of journeymen, apprentices, trainees and advanced trainees, the Contractor shall give preference, first, to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly, to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.
- VII. A designee of the Commission and a designee of the Liaison Committee shall each have right of access to the construction site.

VIII. Compliance with Requirements

The Contractor shall comply with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.

IX. Non-Discrimination

The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment.

X. Solicitations for Sub-Contracts, and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and affirmative action.

XI. Bidders Certification Requirement

1. The following certification statement will be inserted in the bid document just above the bidder's signature:

"The Bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the supplemental Equal-Employment Opportunity Anti-Discrimination and Affirmative Action Plan (Supplemental EEO) attached hereto, including compliance with the minority contractor compliance specified therein. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the Supplemental EEO."

XII. Contractor's Certification

The Contractor's certification form must be signed by all successful low bidder(s) prior to award by the contracting agency. (See attachment).

XIII. Compliance-Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the contracting agency or the Commission on instructions issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Commission to affect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the contracting agency or the Commission as appropriate and shall set forth what efforts he has made to obtain the information. For the purpose of this Article XIII, the Commission's designated agent is the contracting agency.
2. Whenever the contracting agency, the Commission, or the Liaison Committee believes the General Contractor or any Subcontractor may not be operating in compliance with the terms of this Section, the Commission directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the Commission or its agent finds the General Contractor or any subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the Commission or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the Commission shall make a final report of non-compliance, and recommend to the contracting agency the imposition of one or more of the sanctions listed below. If, however, the Commission believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen days of the receipt of the recommendations of the Commission, the contracting agency shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement.
 - a. The recovery by the contracting agency from the General Contractor of 1/100 of 1% of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or, if a Sub-contractor is in non-compliance, the recovery by the contracting agency from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the subcontract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;
 - b. The suspension of any payment or part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;

- c. The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his compliance with the terms of the contract;
 - d. The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the contracting agency for a period of up to three years.
3. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that he is in compliance with this Section, he may request the contracting agency, in consultation with the Commission, to suspend the sanctions conditionally, pending a final determination by the Commission as to whether the Contractor is in compliance. Upon final determination of the Commission, the contracting agency, based on the recommendation of the Commission, shall either lift the sanctions or reimpose them.
4. Sanctions enumerated under Sections XI-2 shall not be imposed by the contracting agency except after an adjudicatory proceeding, as that term is used M.G.L. c. 30A, has been conducted. No investigation by the Commission or its agent shall be initiated without prior notice to the Contractor.

XIV. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

STATE AND STATE ASSISTED CONTRACTS
WITHIN THE COMMONWEALTH OF MASSACHUSETTS

The following percentages shall apply:

No Less Than

Boston:	Impact Area (Jamaica Plain (part), Mattapan, South Cove, Chinatown, Bay Village, Roxbury, Dorchester, South End)	30%
	Others	10%
Cambridge		12%
New Bedford		18%
Springfield		10%
All other cities and towns		5%

12-2-75

A. Contractors' Certification

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that:
Contractor

1. it tends to use the following listed construction trades in the work under the contract _____ ; and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting agency prior to the award of any subcontract under this contract and subcontractor certification required by these bid conditions.

(Signature of authorized representative of contractor)

B. Subcontractors' Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

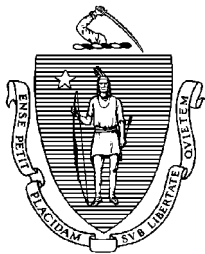
SUBCONTRACTORS' CERTIFICATION

_____ certifies that:
Subcontractor

1. It tends to use the following listed construction trades in the work under the subcontract _____ ; and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of the subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these bid conditions.

(Signature of authorized representative of subcontractor)

In order to ensure that the said subcontractors' certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the contracting agency administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION

ONE WINTER STREET, BOSTON, MA 02108 617-292-5500

ARGEO PAUL CELLUCCI
Governor

JANE SWIFT
Lieutenant Governor

BOB DURAND
Secretary

LAUREN A. LISS
Commissioner

DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF RESOURCE PROTECTION
DIVISION OF MUNICIPAL SERVICES POLICIES

The Division of Municipal Services (DMS) has established the following policies for all Division financially-assisted projects.

POLICY MEMORANDUM NO. CG-1

EASEMENTS AND RIGHTS OF WAY

Prior to the approval of financial assistance for construction, the owner shall obtain and shall thereafter retain, a fee simple or such estate or interest in the site of construction and rights of access as will assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project. The Division may refuse to approve financial assistance until it has received from the owner sufficient assurances that such interests have been obtained. Unless the Division otherwise notifies the owner, the certificate (under pains and penalties of perjury) of the owner's legal representative shall constitute such sufficient assurance.

Additional cost which result from interruptions of construction or extensions of contract time caused by the owner's failure to obtain the necessary interests in land shall be ineligible for financial assistance, and all such additional costs shall be borne by the owner.

POLICY MEMORANDUM NO. CG-2

PERMITS

The owner shall be responsible for identifying and obtaining all federal, state, local and railroad permits required by the nature and location of construction, including but not limited to building construction permits and permits for street and highway cuts and openings, and all such permits shall be listed in a separate permits section of the contract documents. To the extent possible, such permits shall be obtained by the owner prior to the solicitation of bids for construction, and copies of all permits so obtained shall be included in the said permits section. The status of the application for each permit, including the permit conditions, and costs, not obtained prior to the solicitation of bids shall also be indicated in the contract documents permits section. The Division may refuse to approve financial assistance for construction unless and until it has received from the owner sufficient assurances that all necessary permits have been or will be obtained prior to the commencement of construction.

This information is available in alternate format by calling our ADA Coordinator at (617) 574-6872.

DEP on the World Wide Web: <http://www.state.ma.us/dep>

Printed on Recycled Paper

Policy Memorandum No. CG-2 – Permits (Con't)

The contractor shall be responsible for obtaining all permits required of his equipment, work force, or particular operations (such as blasting) in the performance of the contract and not otherwise specified in the two preceding paragraphs as to be obtained by the owner. These permit fees shall be paid by the contractor.

The owner shall be responsible for the payment of all other permit fees required by the construction.

The following permits shall not be eligible for financial participation by the Department of Environmental Protection (DEP).

- Permits and insurance for construction in railroads' rights of way;
- Building permits;
- Permits for opening public streets and other public or municipal rights of way;
- Permits for the use of explosives;
- Permits for the disposal of waste materials;
- Permits and fees for connecting to municipal utilities.

Permits required by extraordinary circumstances and not specifically excluded from eligibility above may be eligible for DEP participation. For such permits to be so eligible, the owner or his representative must notify the DEP project engineer in advance of obtaining such permit and receive from the engineer specific agreement that such permit will be eligible for DEP participation. Eligibility for such participation will not be made retroactively.

Additional costs which result from interruptions of construction or extensions of contract time resulting from the owner's or the contractor's failure to obtain the necessary permits may be ineligible for participation.

POLICY MEMORANDUM NO. CG-3

FIELD CONTROLS

The Owner shall be responsible for indicating on the contract drawings all easement limits and all property and other control lines for locating the principal component parts of the work together with those elevations and bench marks used in the design of the work, all hereinafter referred to as "field controls". Where easement and property limits have not previously been established in the field, the owner shall be responsible for establishment of such limits. From the information provided by the Owner, unless otherwise specified, the Contractor shall develop and make all layouts required for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

Whenever he has reason to believe that an error exists or whenever he is otherwise unable to locate the field controls, the contractor shall promptly notify the owner and the owner's engineer of such error with appropriate documentation.

POLICY MEMORANDUM NO. CG-4

RECORD DRAWINGS:

The Owner shall be responsible for the preparation of all record drawings required by this contract. This responsibility may be delegated to the Owner's representative. The responsibility for preparation of record drawings shall not be delegated or transferred to the contractor. 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.

Division approved contract drawings shall be revised upon completion of the contract to reflect any changes made and/or final quantities, as appropriate.

POLICY MEMORANDUM NO. CG-5

PLAN SCALE

Unless otherwise approved in advance by the Division, the horizontal scale for construction plans for non-structural facilities shall be 1" = 40'. A larger horizontal scale shall be used where appropriate to show sufficient detail to construct the project. The vertical scale for construction plans for non-structural facilities shall be 1" = 4'. Based on the best information available at the time of their preparation, the location of underground utilities and support structures for overhead utilities shall be shown on the plans.

Unless otherwise exempted in advance by the Division, construction plans shall be updated whenever the date of the advertisement for bids for the construction of such facilities is more than one year after the date of approval by the Division or EPA; and in the case of approval by both such agencies, the later approval date shall be used in determining the need for update.

The consulting engineer shall receive adequate compensation for updating plans and specifications, and such additional cost shall be eligible for assistance to the extent not otherwise prohibited by USEPA and Division regulations and program guidance.

All revision, or review without need for revision, shall be noted and dated on the plans prior to advertisement of the project for bid.

POLICY MEMORANDUM NO. CG-6

BORINGS LOGS

All soil borings shall be taken as close as practicable to the construction line, and the location of all such borings shall be clearly indicated on the contract drawings. The plan view shall show the location and boring number of each boring. The profile view shall show the location, elevation, and depth of each soil boring, the location of each change in soil stratum, the groundwater level, and the average of blow counts at each five foot interval. As a minimum, boring logs to be submitted with the plans and specifications shall show the name of the company taking the borings, the soil classification, the number of blows per foot of penetration, the groundwater elevation, and the date on which the borings were taken.

As part of the submission of plans and specification for approval, the owner's representative shall include written justification for the lesser frequency and depth of borings where their interval is more than approximately 300' or their depth is less than 50% below depth of pipe invert.

POLICY MEMORANDUM NO. CG-7

BREAKDOWN OF BID ITEMS

The following items shall, where applicable, be listed separately in the bid documents.

- 1. Mobilization
- 2. Pavement
 - a. Municipal
 - i. temporary
 - ii. permanent
 - b. State
 - i. temporary
 - ii. permanent
- 3. Concrete cradle or encasement
(to be identified where applicable)
- 4. Rock-Excavation
- 5. Wood or steel sheeting left in place
- 6. Excavation of unsuitable materials below grade.
- 7. Select and/or borrow material
- 8. Dewatering
- 9. Special Dewatering (coffer dam)

Mobilization costs are the costs of initiating the contract, exclusive of the cost of materials. Payment for mobilization shall be a lump sum at the price bid for this item in the proposal and shall be payable when the contractor is operational on the site. For purposes of this policy, “operational” shall mean the substantial commencement of work on site.

The lump sum price bid for mobilization shall not exceed five per centum (5%) of the total amount of the bid.

POLICY MEMORANDUM NO. CG-8

PAVEMENT

All roads and trenches therein shall be refilled and repaved in accordance with specifications provided by the owner in the contract documents. Please note that this policy may be excludable on Federally assisted projects where bid alternative items may be required (i.e. trench width vs. full width pavement). You are advised to seek project specific clarification.

Loan eligibility shall be limited to the following:

- A. Where the depth of the pipe invert is 0 to 8’, the maximum pavement widths which shall be eligible for financial assistance are as follows:

<u>Nominal Pipe Diameter</u>	<u>Maximum Eligible Widths</u>	
	<u>Initial Pavement</u>	<u>Permanent Trench</u>
0-24”	6’-6”	8’-6”

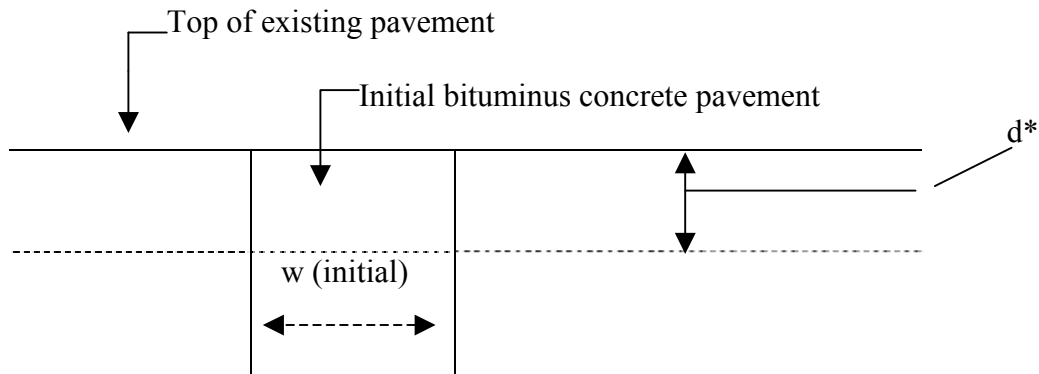
Where the nominal pipe diameter is greater than 24” the maximum eligible width for Initial re-paving shall be the nominal diameter of the pipe plus four (4) feet, and for permanent trench re-paving the maximum eligible width shall be the nominal pipe diameter plus six (6) feet.

- B. For each additional four (4) feet (or fraction thereof) of pipe invert depth, add three feet to the eligible width limits stated in paragraph A.

Policy Memorandum No. CG-8 – Pavement (Con't)

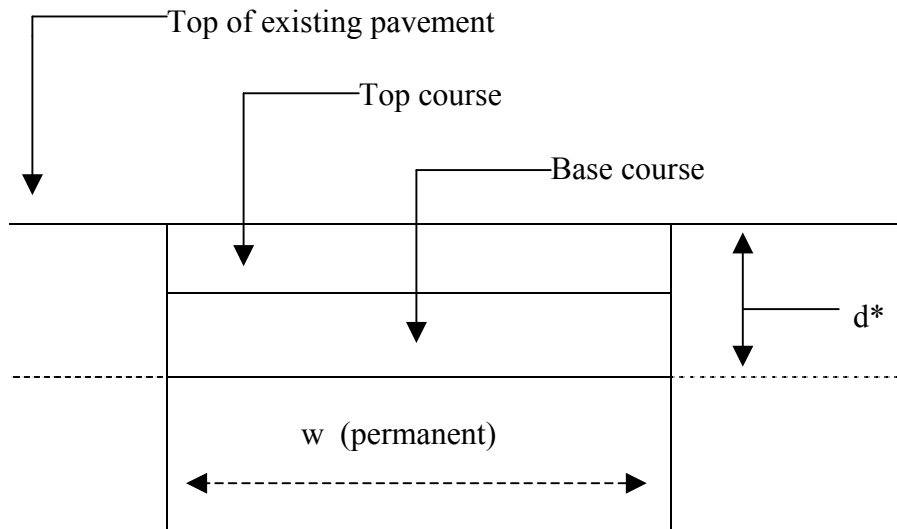
At the design phase of a project the owner has the option to elect either Initial Pavement with Option I (Permanent Trench replacement) or Initial with Option II (curb to curb over initial)

Initial Pavement



d* = depth of existing pavement to a maximum of 3 inches (see general notes #3)
w = maximum eligible Initial pavement width as described in paragraphs "A" & "B" on page DEP-DMS-CG's-P4.

OPTION I Permanent Trench Pavement



d* = depth of existing pavement trench to a maximum of 3 inches (see general notes #3)
w = maximum eligible permanent pavement width as described in paragraphs "A" & "B".
equals initial width plus 2 feet and includes:

- Cutting edges for the permanent trench
- Removal of initial patch plus two feet of existing pavement
- Fine grading/compacting gravel
- Placement of Permanent Trench pavement in two courses.

POLICY MEMORANDUM NO. CG-9

PIPE TESTING

Monthly payment estimates shall be prepared in accordance with contract documents. All pipe shall be tested in accordance with the contract documents and sound engineering practice. If, after 60 days following submission of a monthly payment estimate for pipe items, the pipe for which payment is requested has not been successfully tested, the owner may withhold up to 10% of the amount requested for such pipe items until the pipe has been so tested. However, in the case of a major (pipe diameter 24 inches or greater) interceptor pipe installation, sums retained by the owner pursuant to this policy memorandum shall not exceed two per centum (2%) of the costs of such pipe items.

POLICY MEMORANDUM NO. CG-10

CHANGE ORDERS

Executed change orders submitted to the Division for review and processing for financial assistance must be prepared on the attached Change Order Forms (CG-10, Attachment 1, pages A-1 & A-2) with a duplicate copy, calculation sheet(s) (CG-10, Attachment 2), and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order and/or limited financial assistance.

M.G.L. c.44, s.31C requires that the auditor, accountant, or other municipal officer having similar duties must certify that adequate funding in an amount sufficient to cover the total cost of the change order has been made. Change orders will not be processed or approved until this certification is made on the face of the Change Order Form (CG-10 Attachment 1).

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction.

Payment of change orders shall be made in accordance with one of the following three methods:

- A. Existing unit prices as set forth in the contract; or
 - B. Agreed upon lump sum or unit prices; or
 - C. Time and materials
- A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the contractor may accept full and final payment at the contract unit price(s) for the acceptable quantities.

Policy Memorandum No. CG-10 – Change Orders (Con't)

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the contractor shall submit promptly in writing to the Engineer and offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

- (1) The estimated cost of labor, plus
- (2) Direct Labor Cost, plus
- (3) Material and Freight Costs, plus
- (4) Equipment Costs, plus
- (5) An amount not to exceed 20% of the sum of items (1) through (4) for overhead and profit, plus (if applicable),
- (6) In the case of work done by a subcontractor and amount not to exceed 7 ½ %, for the general contractor of the sum of items (1) through (4) for his overhead and profit, less, if applicable,
- (7) Credits for work deleted from the contract.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained from above and is so stated in the change price, the contractor shall accept as full payment for which no other agreement is contained in contract, and amount equal to:

- (1) The estimated cost of Labor, plus
- (2) Direct Labor Cost, plus
- (3) Material and Freight Costs, plus
- (4) Equipment Costs, plus
- (5) An amount not to exceed 20% of the sum of items (1) through (4) for overhead and profit, plus (if applicable),
- (6) In the case of work done by a subcontractor and amount not to exceed 7 ½ %, for the general contractor of the sum of items (1) through (4) for his overhead and profit, less, if applicable,
- (7) Credits for work deleted from the contract.

Explanation of items (1) through (7) as outlined in “B” and “C”:

- (1) Labor – Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items (5) and/or (6). Hourly labor rates in excess of those as listed in the contract wage rates (Federal or State, whichever applies require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.

- (4) Equipment – Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current Nielson/Dataquest Rental Rate bluebook for Construction Equipment (the “Bluebook”). In determining the rental rate the following shall apply:
- (a) For equipment already on the project – the monthly prorated rental rate by the hourly use shall be applicable;
 - (b) For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items (5) and/or (6) (1 month (normal use) = 176 hours)
- (5) & (6) Overhead and Profit – All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).
- (7) Credits – Work deleted, material and equipment removed from the contractor, stored and/or returned shall be credited to the cost of the change order, less costs.

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer. Deviations from any of the above will be reviewed for financial assistance on a case-by-case basis.

The change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs.

CHANGE ORDER FORM

SRF Number _____
Public Entity _____
Contract Number _____
Change Order Number _____

Contract Amount (As Bid) \$ _____
Net Change in Contract Price (this change order) \$ _____
Total Adjusted Contract Price (including this and all other change orders) \$ _____

This change order extends the time to complete the work by _____ calendar days.

The extended completion date is _____

This change order checked by _____
(Chief) Resident Engineer Date

This change order is requested by: _____

This change order is recommended by: _____

Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

CHANGE ORDER FORM (Continued)

Public Entity _____

SRF No: _____ Contract No. _____ Change Order No. _____

Contract Title: _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Description of Change

Reason for Change

CALCULATION SHEET

(1) Labor

Foreman	10 hrs @ \$10.00/hr.	\$	100.00	
Engineer	10 hrs @ 8.50/hr		85.00	
Operator	10 hrs @ 9.50/hr		95.00	
Laborers	24 hrs @ 7.00/hr		<u>168.00</u>	\$448.00

(2) Direct Labor Cost (use the agreed upon Direct Labor Cost)

*	(30)% of \$448			
*	(Used for example purposes only)			134.00

(3) Materials & Freight

150 l.f. of 12" pipe @ \$2.00/l.f.	\$	300.00	
15 v.f. precast SMH		1,700.00	
Freight (slip # _____ Enclosed)		<u>25.00</u>	
			2,025.00

(4) Equipment

1 Backhoe 10 hrs @ \$80.00/hr	\$	800.00	
1 Truck-crane 10 hrs @ \$100.00/hr		<u>1,000.00</u>	
			1,800.00
			<u>4,407.00</u>

Total (Items 1 through 4)

(5) 20% markup for Overhead, Profit

20% of \$4,407		881.00
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(6) 7 ½% markup for general contractor (if subcontractor is involved)

7 ½% of \$4,407		331.00
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(7) Credits (deductibles)

	<u>-</u>	323.00
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Total Cost \$ 5,296.00

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, Calculation, photographs, reports

POLICY MEMORANDUM NO. CG-11

UTILITY RELOCATION

The construction of treatment facilities, sewers, pumping stations, force mains and appurtenant work can cause the relocation of utilities. Costly relocation can sometimes be minimized by early communication and cooperation of the representatives of the municipality (owner) and the utilities.

Every possible effort should be made by the owner and each utility to establish the location of existing utilities in the vicinity of the proposed construction. The owner or its consulting engineer should make every reasonable effort to design the proposed construction so that relocation of existing utilities is minimized whenever possible. If the proposed construction is in an area of many existing utilities or in an otherwise critical area, the utilities are encouraged to mark the location of their existing utilities at the site during the design phase of the project.

During the design phase of the project, the municipality should provide timely notice to all utilities known or thought to have facilities in or proximate to the site of such future construction.

POLICY MEMORANDUM NO. CG-12

REFUNDABLE DEPOSITS FOR PLANS AND SPECIFICATIONS

For each set of project plans and specifications provided, the owner may require a deposit in form of cash or other appropriate security, in an amount sufficient to cover the costs of production of such plans and specifications.

Upon return of the plans and specifications to the owner within a reasonable time and in good condition, such deposit shall be refunded.

Actual mailing costs, if any, shall be borne by the party requesting such plans and specifications.

POLICY MEMORANDUM NO. CG-13

BID OPENING PROCEDURES

As a minimum, bid documents shall be reviewed/inspected for conformance to the following bid opening procedure in the order presented below. Failure to comply with any of these steps shall render the bid non-responsive and upon determination of such non-responsiveness, such bid shall be rejected immediately, set aside, and shall receive no further consideration.

Bid Opening Procedure

Step #1. Timeliness – The bid must be filed at the place and within the time specified therefore in the invitation to bid, and no bid shall be accepted after such time. The time at which a bid is filed should be time/date stamped or otherwise prominently noted on the bid;

Policy Memorandum No. CG-13 – Bid Opening Procedures (Con't)

Step #2. Bid Security – Properly executed bid security, in the amount and terms specified in the invitation to bid (equal to 5% of Base Bid or Highest Possible Amount considering all alternatives) shall be placed in a seal envelope and attached to the outside of the envelop containing the bid at the time of its submission;

A. Bid Bond

The Bid bond must be dated On or Before the Bid Date;
Issued by a Bonding Company Licensed in Massachusetts;
Accompanied by a Current Power of Attorney;
Signed by Surety;

B. Check

The Check must be a Certified, Cashiers or Bank Treasurer's;
Dated On or Before the Bid Date;

Step #3. Bid Signature – The bid and all accompanying documents so required shall be signed by the bidder or its authorized representative before submission;

Step #4. Addenda – All addenda shall be sent certified mail, return receipt requested, by the owner to all individuals and organizations which have received plans and specifications and shall be mailed not later than five days prior to the date established for submission of bids. All bidders shall include with their bids written acknowledgement of receipt of all addenda, which acknowledgement may be on a form provided therefore by the owner.

Alternates – Any Alternates shall be acknowledged.

Step #5. Written Dollar Amounts – The total dollar amount of each bid shall be read, and the three lowest bids shall be selected for further consideration. The remaining bids shall then be set aside. The three apparent low bids shall be read to determine whether the unit price for each line item of each bid has been written therein in words. If it has not, such bid shall be rejected and shall receive no further consideration. ***Bid amounts shall be consistent (words vs. numbers) and if words and numbers differ, the words govern.*** This procedure shall then be repeated with the next apparent low bid until three are acceptable which have all the unit prices written in words, at which time the lowest bid shall be announced as the apparent low bidder, and the bid opening procedure shall be closed.

The Division recommends that this policy memorandum be included in all contract specifications and that the owner's evaluator(s) use the attached form (CG-13 Attachment #1) for bid opening procedures.

The Contractor's Bid Opening Checklist also attached hereto, is for use by each contractor to assure that his bid conforms with this policy memorandum. It is recommended that the checklist (CG-13 Attachment #2) be included in information for bidders, or at the end of the bid proposal, or in some other prominent part of the bid specifications

FORM FOR BID OPENING PROCEDURES
(to be completed by the owner's evaluator(s))

CONTRACT NO.: _____

DATE: _____

CONTRACT NAME: _____

BID OPENING TIME: _____

All non-responsive bids shall be rejected forthwith by the awarding authority upon determination of such bids' non-responsiveness at the time bids are opened and read. Failure to comply with any one of the requirements shall render the bid non-responsive, and upon determination of such non-responsiveness such bid shall be rejected and receive no further consideration.

A = Acceptable

N-R = Non-Responsive (explain reasons on supplemental sheet & attach)

BIDDER	1. TIMELINESS	2. BID SECURITY	3. SIGNATURE	4. ADDENDA ALTERNATIVES	5. WRITTEN DOLLAR AMOUNTS	COMPLIANCE (CIRCLE ONE)	
						YES	NO
1						YES	NO
2						YES	NO
3						YES	NO
4						YES	NO
5						YES	NO
6						YES	NO
7						YES	NO
8						YES	NO
9						YES	NO
10						YES	NO
11						YES	NO
12						YES	NO

DEP/DMS

Evaluator(s) _____

BID OPENING PROCEDURES CONTRACTORS CHECKLIST

CONTRACT NO.: _____ BIDDER: _____ DATE: _____

All non-responsive bids shall be rejected forthwith by the awarding authority upon determination of such bids' non-responsiveness at the time bids are opened and read. Failure to comply with one or more of the following requirements shall render the bid non-responsive, and upon determination of such non-responsiveness such bid shall be rejected and receive no further consideration.

ITEM	REQUIREMENTS	COMPLIANCE (CIRCLE 1)		REASONS FOR REJECTION
		Yes	No; Rejected	
1. Timeliness	Bid filed w/in time specified	Yes	No; Rejected	
2. Bid Security	Appropriate and properly Executed security w/bid.	Yes	No; Rejected	
3. Signature	Bid signed by authorized Representative	Yes	No; Rejected	
4. Addenda	All addenda acknowledge Any alternative	Yes	No; Rejected	
5. Dollar Amount	Dollar amount in words Specified for each line item in bid	Yes	No; Rejected	

POLICY MEMORANDUM NO. CG-14

PAYMENT FOR ROCK EXCAVATION

There shall be in the contract documents a separate pay item for rock excavation. For such purposes, “rock” shall mean igneous, sedimentary, metamorphic, and conglomerate rock, which for excavation must be drilled, blasted, broken, or ripped by power tools. Boulders and concrete structures one cubic yard or greater, however removed, are included within this definition of rock for payment purposes. At the option of the owner or his representative a separate pay item for boulders, concrete structures, or concrete road base may be used.

<u>Depth From Ground Surface</u> <u>To Invert Pipe</u>	<u>Pay Width</u> <u>(Nominal Pipe Diameter)</u>	
* 0 – 12’	<u>0-24”</u>	<u>Over 24”</u>
* Over 12’ – 20’	5’0”	D+3’0”
	7’0”	D+5’

Engineer’s plans and specifications shall establish pay limits below pipe and structures.

- See CG-14 Attachment #1 (typical cross section)

Payment width for depths over twenty feet (20’) shall be determined on a case-by-case basis consistent with the foregoing chart.

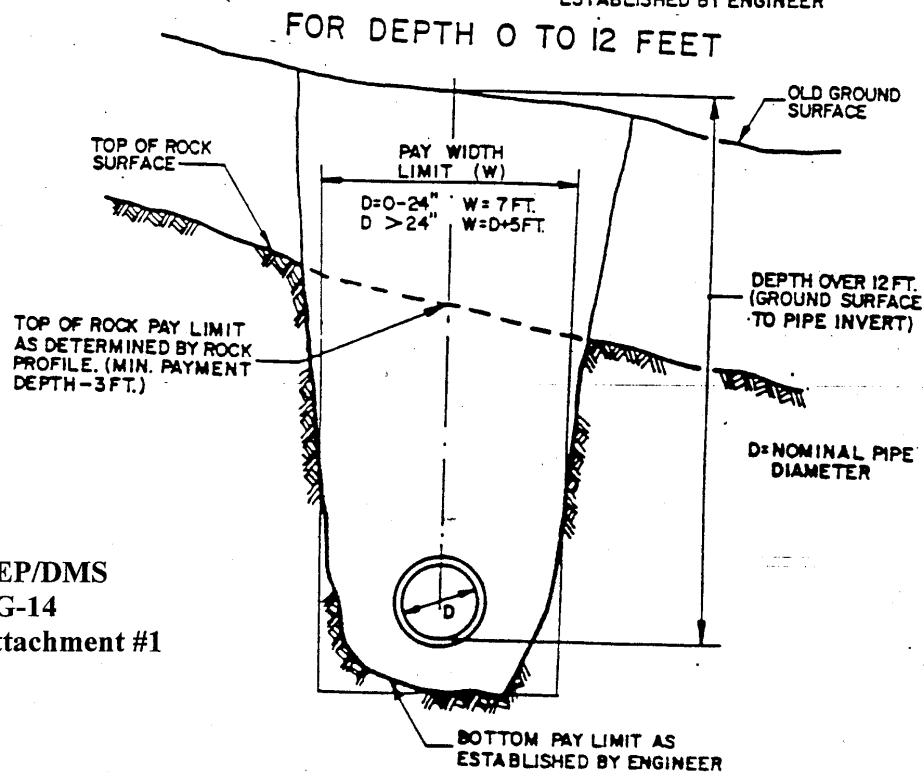
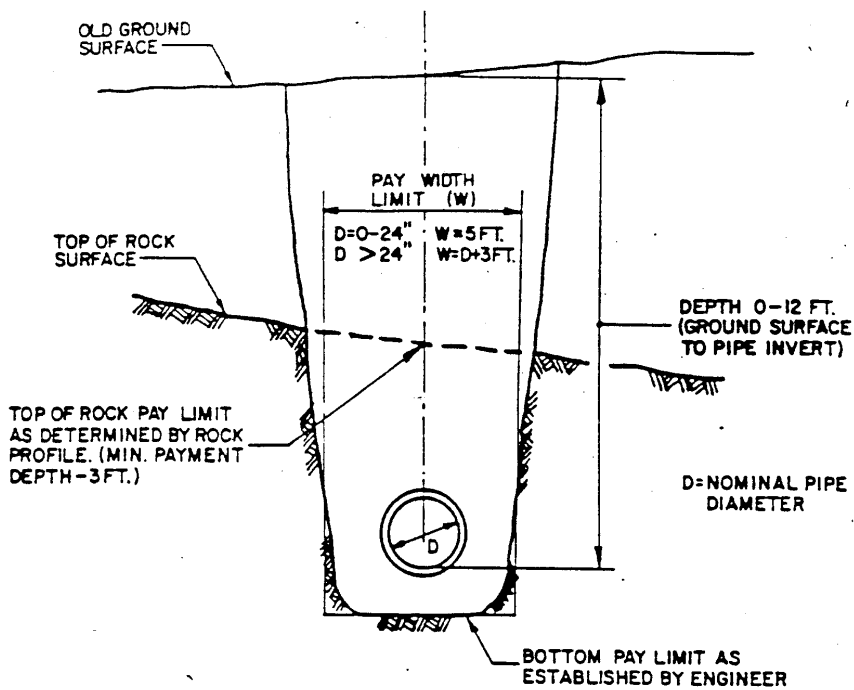
The pay limit for rock removal outside proposed manholes shall commence one foot (1’) outside the widest dimension of the structure of shall be the maximum connecting trench width, whichever is greater.

Payment depth for rock which is encountered in a trench shall be no less than three feet (3’) when removal can be accomplished only by drilling and blasting or by use of jack (air or hydraulic) hammers.

Payment for rock removed, using the same or equal equipment as utilized for normal trench excavation, shall be limited to the actual depth removed within the limits established by the contract documents.

Boulders encountered within the pay limits of excavation, whose volume is one cubic yard or greater, part of which extends outside said limits shall be paid in accordance with the actual volume excavated.

CG-14 ROCK EXCAVATION



DEP/DMS
CG-14
Attachment #1

POLICY MEMORANDUM NO. CG-15

TRAFFIC POLICE

The reasonable costs for police details required for traffic control on a construction project which receives financial assistance shall be considered as an eligible administrative cost. A police detail item shall not be included as a bid item in the contract documents.

“Police” as used in this memorandum includes local, county, capital, state, regular and auxiliary police.

Owner’s Responsibility

It shall be the owner’s responsibility to submit in writing the hourly rate of pay to be established for detailed traffic police and each change in rate during the course of the project. It is the owner’s responsibility to arrange, document and pay for such police details. The owner or its representative shall meet with the police chief or other officer in charge of police detail duty to review contract needs. The owner shall maintain a daily record of the following:

- a. Officer’s name
- b. Hours worked
- c. Location of assignment
- d. Hourly rate

POLICY MEMORANDUM NO. CG-16

**DOCUMENTATION REQUIRED TO
SUBSTANTIATE CONTRACT QUANTITIES**

<u>Unit</u>	<u>Documentation required</u>
Acres (A)	Location, station, offset and calculations. Location = Street right-of-way, etc; Station = Point on Baseline; Offset = Distance left or right of Baseline
Cubic Yard (C.Y.)	Location, stations, widths, depths, calculations and Cross sections as necessary
Each (Ea.)	Location, station, and offset.
Gallon (Gal.)	Location, stations, calculations (if appropriate) and delivery slips.
Hour (Hr.)	Hours and location.
Linear Feet (L.F.)	Location, stations, and offsets.
Month (Mo.)	Location, period of time and calculations if applicable.

1000 Foot Board Measure (MFBM)	Location, stations, offset, elevations, grade, and calculations. Attach invoices where applicable.
Pound (Lb.)	Locations, stations, and calculations (if applicable). Attach Delivery weight slips.
Square Feet (S.F.)	Locations, stations and calculations
Square Yard (S.Y.)	Locations, stations and calculations
Ton	Locations, stations and calculations (if applicable). Attach Delivery weight slips.
Vertical Feet (V.F.)	Locations, stations, elevations, and offsets.

Note:

1. All of the above, that apply must be submitted with a final payment request or change order as applicable.
2. Where in place measurement is not possible or practical, delivery slips may be used to substantiate quantities.
3. Change orders – See CG-10 in which some of the above may be applicable in justifying materials, equipment and labor.
4. When necessary, itemized quantities must be separated into eligible and non-eligible units with separate calculations to justify eligible costs.
5. Overruns and underruns of any specific item shall be explained with an appropriate sentence or paragraph.
6. On all quantities, units of payment shall be maintained at the project site and shall be updated daily so that upon field inspection by the C.O.E., EPA or DMS, the quantities paid to date can be substantiated.
7. In the case of unforeseen conditions, photos should be submitted with the applicable item in addition to the recommended documentation.
8. Documentation of units of payment shall be clearly legible and cross referenced to the applicable sheets of the record drawings.
9. For record drawings policy, please see CG-4.

DMS Policies 1 through 16 Approved By:

Steven J. McCurdy
Division of Municipal Services

DWS POLICY 88-02
DEPARTMENT OF ENVIRONMENTAL PROTECTION
POLICY FOR REVIEW OF SEWER LINE/WATER SUPPLY PROTECTION

The Department of Environmental Protection seeks to protect existing and potential water supplies from the potentially negative effects of leaking sewer lines through the adoption of a Department policy on this subject.

The following restrictions will apply to new sewer construction statewide:

Gravel Packed Wells

- ~ Within the 400 foot radius protective distance around gravel packed wells, all sewer lines and appurtenances are prohibited, unless they are necessary to eliminate existing and/or potential sources of pollution to the well.

Tubular Wells

- ~ Within the 250 foot radius protective distance around tubular wells, all sewer lines and appurtenances are prohibited, unless they are necessary to eliminate existing and/or potential sources of pollution to the well.

Gravel Packed and Tubular Wells

- ~ Within a minimum radius of 2,640 feet or unless otherwise documented by an appropriate study specifically defining the area of influence and approved by the Division of Water Supply, all sewer lines and appurtenances will be designed and constructed for maximum water tightness.
- Force Mains or Pressure Sewers: shall be tested at 150% above maximum operating pressure or 150 p.s.i. whichever is greater. Testing shall conform to the requirements of the American Water works Association (AWWA) standard c 600.
- Gravity Sewers: shall be tested by approved methods which will achieve test results for infiltration or exfiltration of less than 100 gallons/inch diameter/mile/24 hours.
- Manholes: shall be installed with watertight covers with locking or bolted and gasketed assemblies. Testing for infiltration/exfiltration shall conform to the same standards as the maximum allowed for pipes in the manhole as required for gravity sewers, indicated above.
- Satisfactory test results for Force Mains, Manholes and Gravity Sewers shall be performed prior to the expiration of the contractor's one year guarantee period.
- All pumping stations within this zone shall have standby power high water alarms telemetered to an appropriated location that is manned at all times. An emergency contingency plan must be developed by the owner and approved by the BRP.

- A minimum of Class B bedding as defined by WPCF-MOP9 must be used for all piping.
- Service connections (laterals and house connections) shall be rigidly inspected by the appropriate municipal official. Certified inspection reports shall be submitted to the BRP.

Bedrock Wells

The above requirements are the same for bedrock wells, with the Department reserving the right to require more stringent controls on a case-by-case basis.

Surface Water Supplies

- ~ Within 100 feet of all surface water supplies and tributaries all sewer lines and appurtenances are prohibited except as required to cross tributaries or to eliminate existing or potential pollution to the water supply. In the latter case, watertight construction methods shall be use.
- ~ Tributary stream crossings shall employ watertight construction methods of sewer lines and manholes. Watertight construction must extend 100 feet to either side of the stream.
- ~ Within 1,000 feet of surface water supplies and tributaries, all pumping stations shall have standby power and high water alarms telemetered to an appropriate location that is manned at all times. An emergency contingency plan must be developed by the owner of the wastewater treatment facility and submitted to the BRP for approval.
- ~ Beyond 1,000 feet and within the watershed of surface water supplies the Department may in specific circumstances after review, require additional controls.

Potential Public Water Supplies

The above requirements also apply to potential public water supplies.

Baseline Data Requirements

Two (2) copies of an appropriately scaled map(s) shall be submitted to the Department which details the proposed sewers and/or appurtenances and also includes the following:

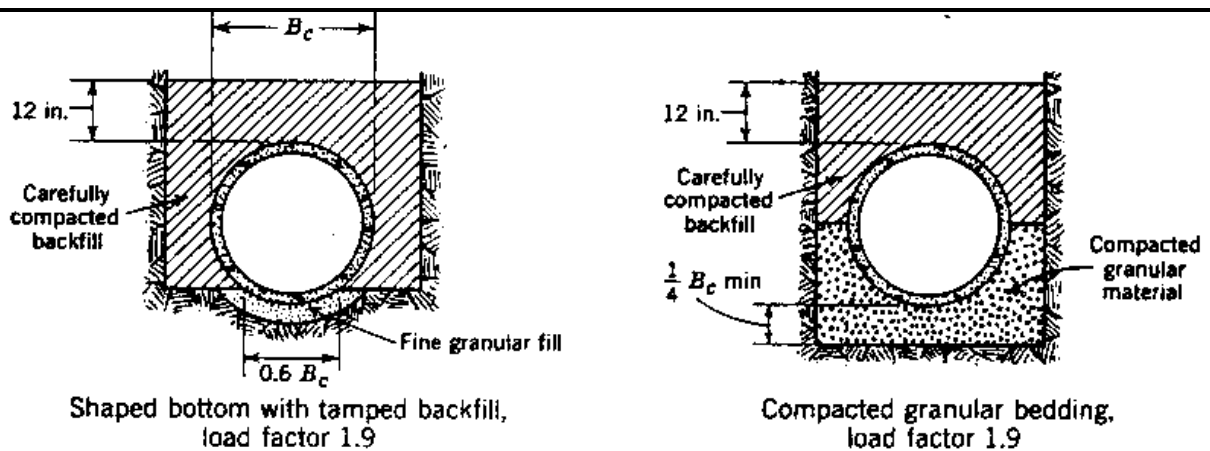
- (1) the location of all nearby existing or potential surface water supplies, tributaries thereto, and watershed boundaries;
- (2) the location of existing and potential public and municipal potable groundwater supply wells.

The Department reserves the right to impose more restrictive measures than those contained in this policy as deemed appropriate.

Definitions

- Appurtenances – all attachments to sewer lines necessary for the transport and operation and maintenance of sewer lines, including manholes, pumping station, siphons, etc.
- Area of influence – that area of an aquifer which contributes water to a well under the most severe recharge and pumping condition that can be realistically anticipated (i.e. pumping at the safe yield of the well for 180 days without any natural recharge occurring). It is bounded by the groundwater divides which result from pumping the well and by the contact of the edge of the aquifer with less permeable materials such as till and bedrock. At some locations, streams and lakes may form recharge boundaries.
- Potential public water supply – areas designated by communities for water supply purposes where land has been set aside and Department approved pump tests conducted and surface water supplies as defined below.
- Surface Water Supply – Waters classified as Class A by the DWPC.
- Public Water Supply Systems – as defined in 310 CMR 22.02 (DEP Drinking Water Regulations).
- Class B Bedding – as defined in WPCF Manual of Practice No. 9.

APPROVED: (Signature on File)



Class B---First-Class Bedding – Class B bedding may be achieved by either of two construction methods:

- a. **Shaped Bottom with Tamped Backfill.** The bottom of the trench excavation shall be shaped to conform to a cylindrical surface with a radius at least 2 in. (5 cm) greater than the radius to the outside of the pipe and with a width sufficient to allow six-tenths of the width of the pipe barrel to be bedded in fine granular fill placed in the shaped excavation. Carefully compacted backfill shall be placed at the sides of the pipe to a thickness of at least 12 in. (30 cm) above the top of the pipe. Shaped trench bottoms are difficult to achieve under current construction conditions.
- b. **Compacted Granular Bedding with Tamped Backfill.** The pipe shall be bedded in compacted granular material placed on a flat trench bottom. The granular bedding shall have a minimum thickness of one-fourth the outside pipe diameter and shall extend halfway up the pipe barrel at the sides. The remainder of the side fills and a minimum depth of 12 in. (30 cm) over the top of the pipe shall be filled with carefully compacted material.