

# **Managing Construction Projects**

## **Part I.**

Key Concepts for Housing Authorities

# Managing Construction Projects

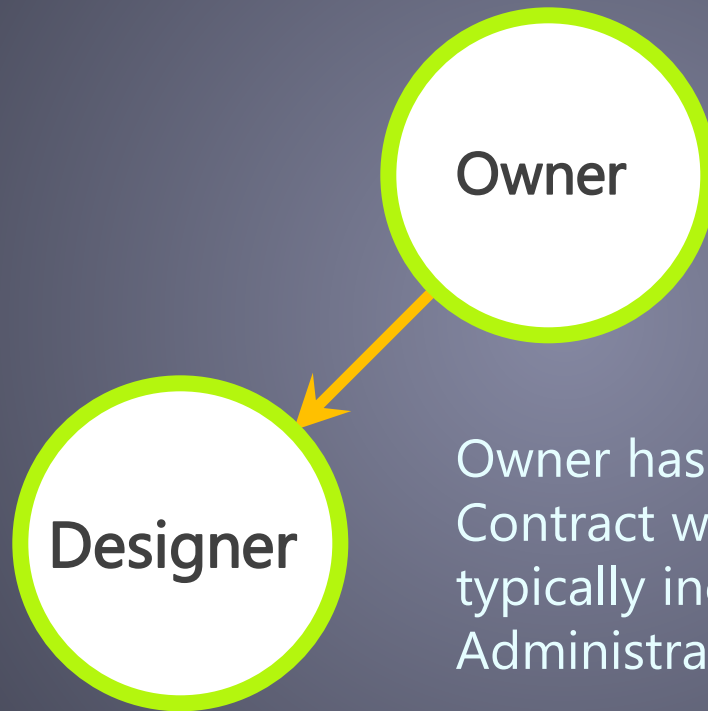


Authority is Owner

- Conceives of and initiates the project.
- Manages the funding.
- Makes the important decisions, whether directly or indirectly.
- **Maintains the project archive file for public audit.**

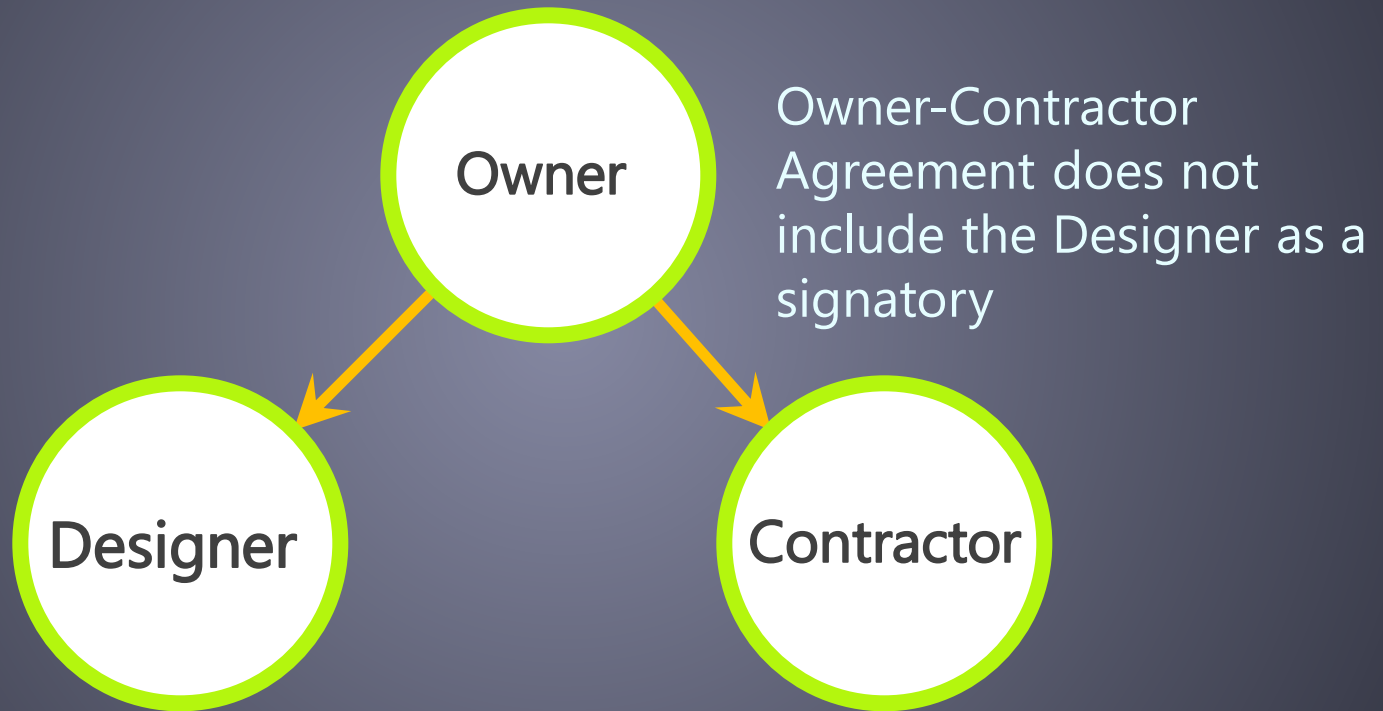
Designer and RCAT work on behalf of the Owner

# Managing Construction Projects

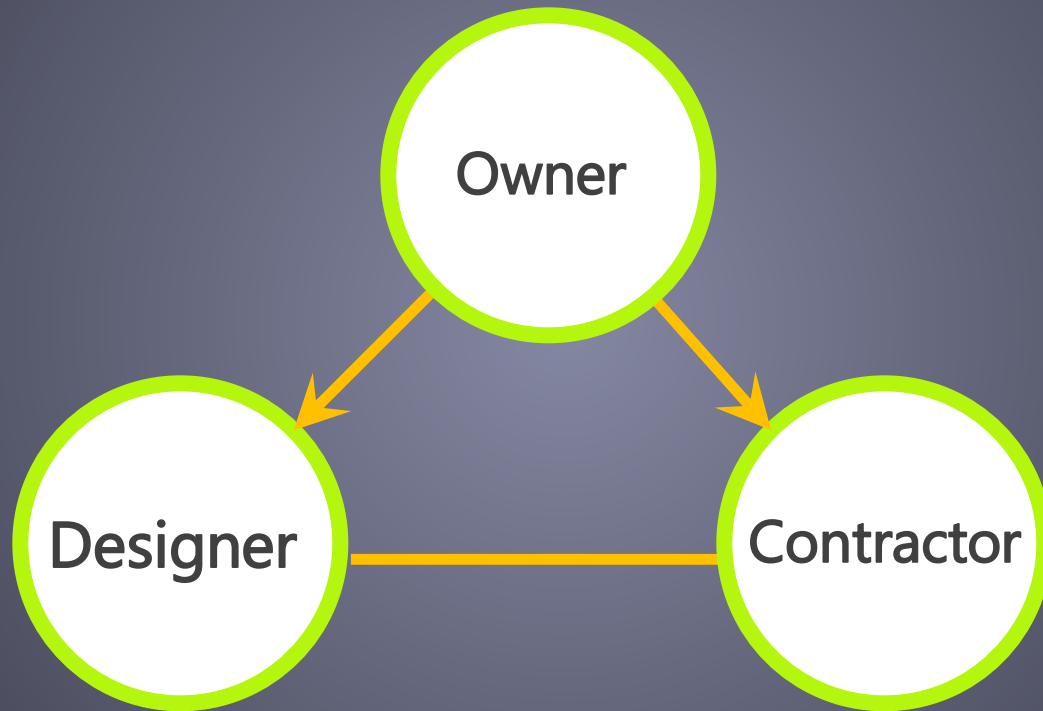


Owner has a Scope of Services (SOS) Contract with the Designer which typically includes Construction Administration phase services

# Managing Construction Projects



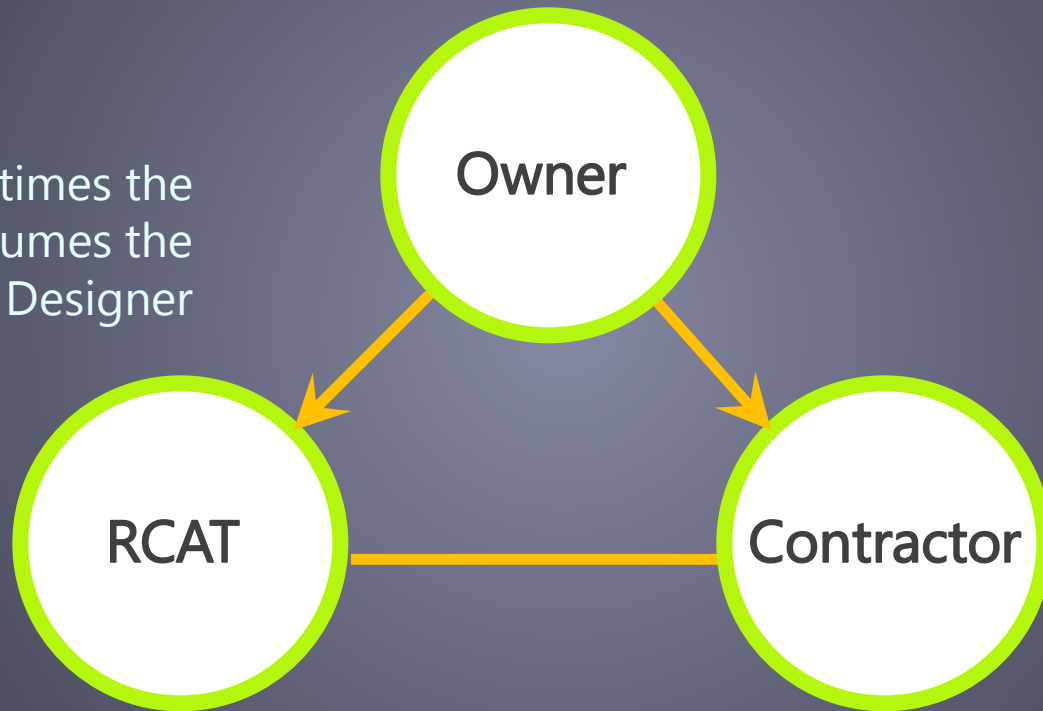
# Managing Construction Projects



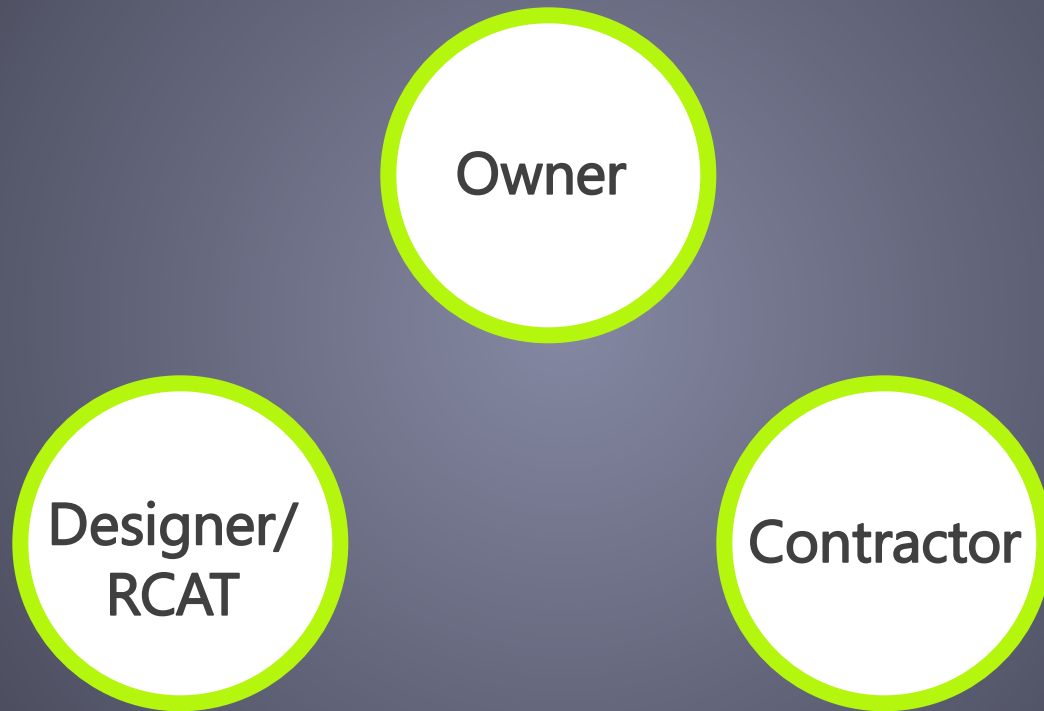
Each Contract requires the Designer and Contractor to work together, but they work for the Owner, not each other.

# Managing Construction Projects

Sometimes the  
RCAT assumes the  
role of Designer



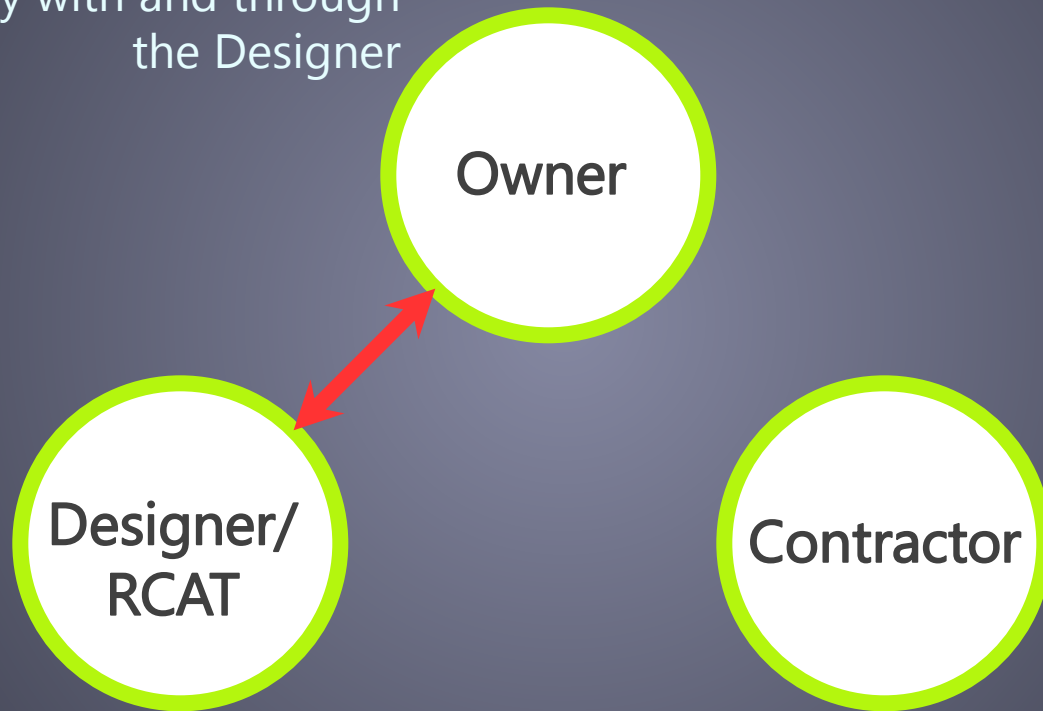
# Managing Construction Projects



During the project life cycle, a clear structure of communication should be followed.

# Managing Construction Projects

Owner's communication throughout the project is primarily with and through the Designer

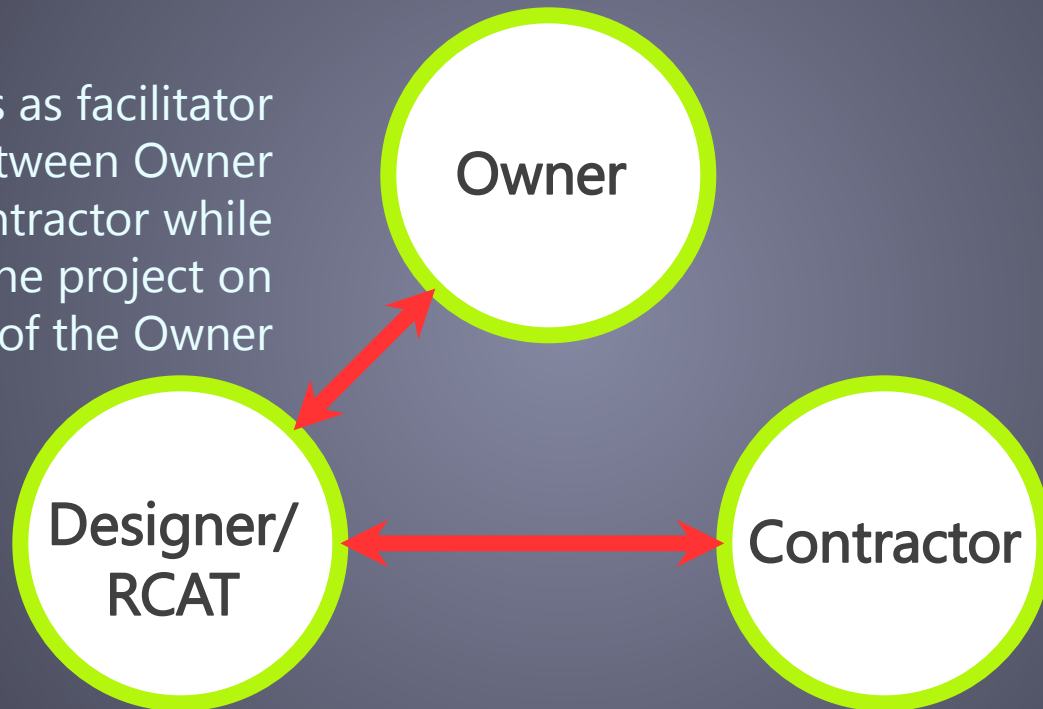


During the project life cycle, a clear structure of communication should be followed.



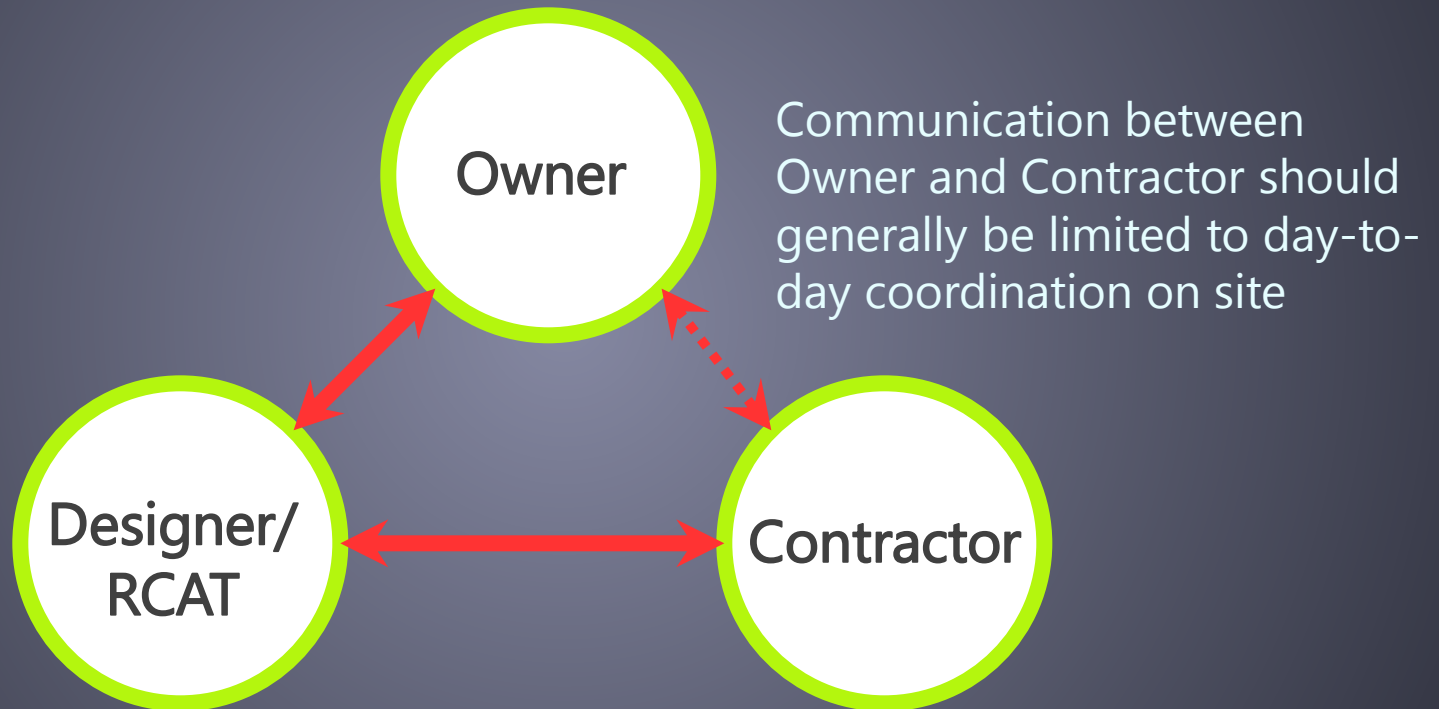
# Managing Construction Projects

Designer acts as facilitator and liaison between Owner and Contractor while managing the project on behalf of the Owner



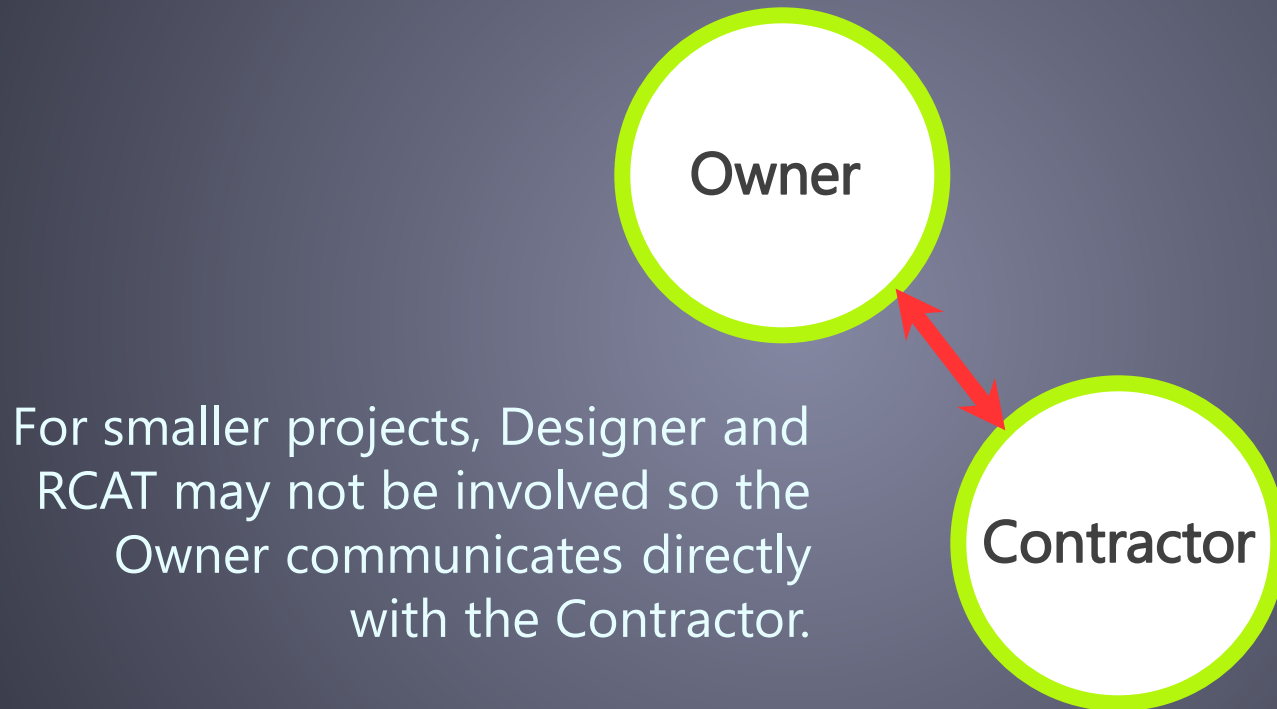
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# Managing Construction Projects



During the project life cycle, a clear structure of communication should be followed.

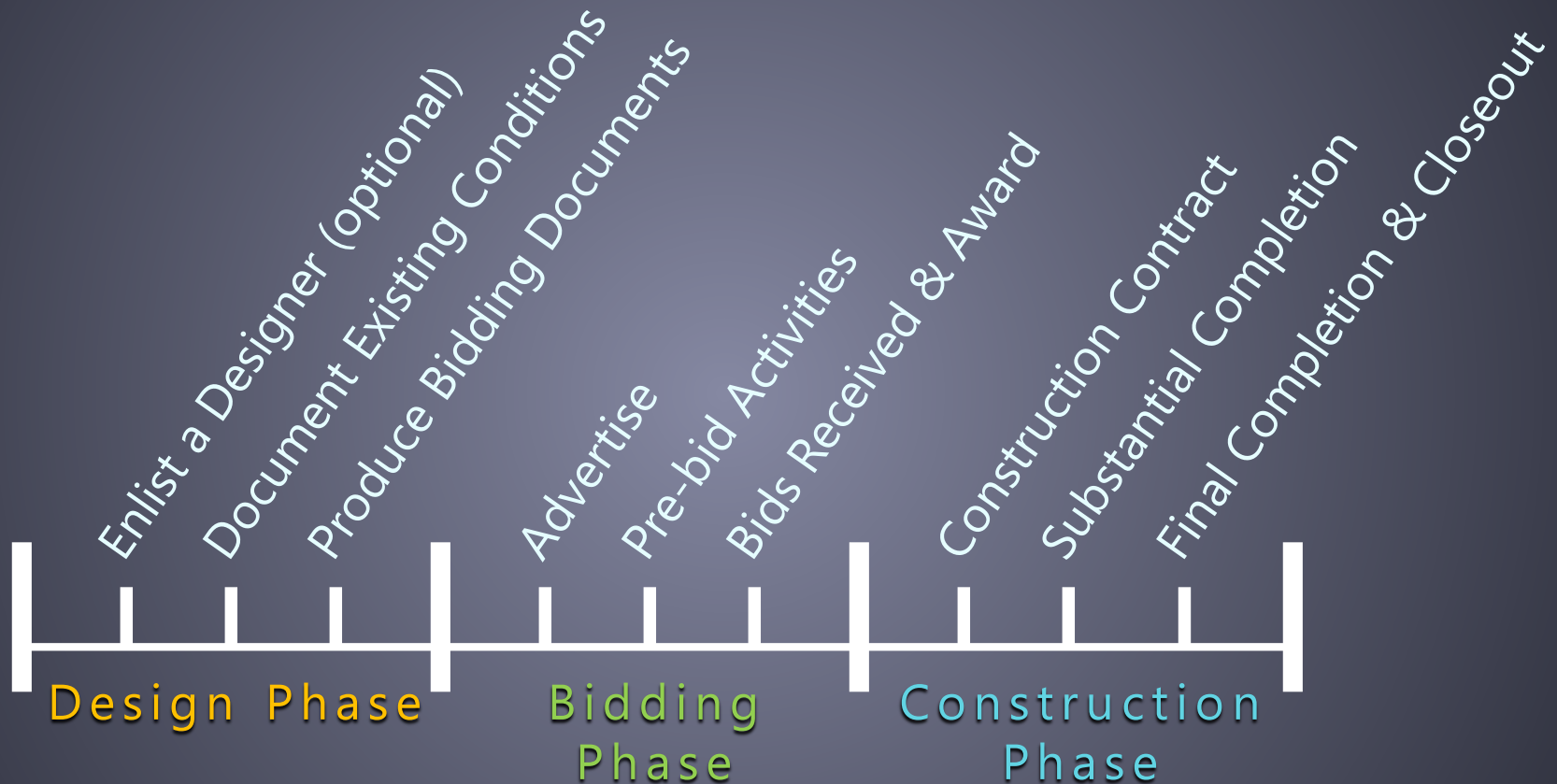
# Managing Construction Projects



For smaller projects, Designer and RCAT may not be involved so the Owner communicates directly with the Contractor.

This training assumes either Designer or RCAT involvement.

# Construction Project Life Cycle



Owner manages the project file.

# **Managing the Project File**

## **Manage the Project**

- Owner is ultimately responsible for complete archive file prepared for audit.
- File can be organized to follow project life cycle, serving as check list for all phases.
- Owner depends on Designer/RCAT and Contractor to manage day to day construction issues, but Owner should hold team accountable for producing required documents, adhering to the Contract and following the agreed upon schedule.

# **Managing the Project File**

## **Manage the Project**

- Organized and updated file is good indicator that project is being properly managed, even during conflict.
- Construction is managed and tracked by exchange of documents. All decisions must be represented by corresponding record document, such as a Change Order.
- All documents in the file should be final executed copies. Save miscellaneous documents and drafts elsewhere.



# Managing Construction Projects

## Design Phase

### Design

- Designer SOS Contract

Scope of Services agreement clearly reflects the Owner's expectations for the Designer's role within industry-standard basic and additional services.

- Designer Invoices

Designer submits invoices on a monthly basis. File all invoices with clear indication of payment to the Designer.

- Testing

Building Owners are responsible for ensuring that "suspect" materials scheduled to be disturbed during renovations are tested for hazardous substances (primarily lead and asbestos) prior to the work. Materials must be tested by a qualified environmental consultant. Consultant may be obtained by Designer as a sub-consultant. File all reports.

# Managing Construction Projects

## Design Phase

### Design

- Bidding Specifications

Required for all projects of any value.

Document with various sections that describes the Work of the Contract including bid submission, contract and technical construction requirements.

Produced by LHA and issued to at least 3 bidders for projects under \$10,000.

Produced by Designer or RCAT for projects over \$10,000 and issued to the public for bidding.

Once issued, cannot be modified except by issuing Addendum.



# Managing Construction Projects

## Design Phase

### Design

*(continued)*

- Bidding Drawings

Produced if necessary and issued to the public with the Bidding Specifications to graphically communicate the Scope of Work to bidders.

Together, specifications and drawings become the Bidding Documents.

Once issued, cannot be modified except by issuing Addendum.

# Managing Construction Projects

## Bidding Phase

### Bidding

#### • Advertisements

All projects with construction budgets **\$10,000 or greater** must be advertised to the public. Ads must be posted in the following places:

- Massachusetts Central Register
- Massachusetts Commbuy's website
- Awarding Authority's (LHA's) website.
- Posted conspicuously at LHA's physical office.

Projects with construction budgets **\$50,000 or greater**:

- Must also publish advertisement in LHA's local newspaper.

Advertisement notifies bidders about the project, estimated construction budget, and critical bidding dates based on the Public Notification within the Bidding Specification.

# Managing Construction Projects

## Bidding Phase

### Bidding

- Addenda

During the Bidding Phase, Bidding Documents can only be modified by issuing an Addendum to all plan holders and distributing it with the original bidding documents to all new plan holders.

Each addendum is a document that clearly describes clarifications of and/or modifications to the bidding documents, such as addition or removal of scope.

Addenda are issued as needed and are a common part of bidding procedure, but ideally should be limited and only issued if a problem with the originally issued documents is detected that may ultimately result in a Change Order.

# Managing Construction Projects

## Bidding Phase

### Bidding

*(continued)*

- **Pre-Bid RFI's and Emails**

Before bids are due, Bidders may ask questions about the Bidding Documents and/or project scope. All questions must be submitted in writing via Request for Information (RFI) or email.

It is critical that no information is provided to one bidder and not the others. Do not answer questions verbally, on the phone or by email response.

Answers are provided in form of Addendum.

- **Plan Holder's List**

Company name and contact information for each individual that obtains bidding documents from the document distributor (Projectdog, BidDocs Online, RCAT, etc.).

Addenda/notifications are distributed to all on the list.



# Managing Construction Projects

## Bidding Phase

### Bidding

- Original Bids

File each bid package received as a single bound document including all forms and documents submitted by the bidder with their bid, in the order submitted, regardless of whether each document was required by the specifications to be submitted at the time of bid.

If a bid is received after the bid deadline, it is filed and marked accordingly.

- Bid Tabulation Sheet

Each bid received is "tabulated" on a chart showing the company name, address, base bid amount and each alternate bid amount. Tabulation Sheet is public information and is posted on the document distributor's website as soon as possible following the bid deadline.

# Managing Construction Projects

## Bidding Phase

### Bidding

- **Low Bidder Reference Checks**

At least three reference checks are required to verify that the low bid contractor has satisfactorily performed similar work. For projects under \$100,000, bidders are required to submit a reference sheet. For projects over \$100,000, use the DCAMM Update Statement for past project contacts.

Generally performed by Designer or RCAT via documented phone calls using a standardized list of questions.

- **Recommendation Letter**

Once bid packages are reviewed and reference checks are complete, Designer or RCAT issues a Recommendation to Award Letter to the LHA for presentation to the Board of Directors for approval to award the Contract to the qualified low bidder.

# Managing Construction Projects

## Bidding Phase

### Bidding

*(continued)*

- **Board Approval**

Board of Directors provides an official Board Approval document showing approval of the Contractor and contract amount.

- **Award Letter**

A letter is issued to the low bidder notifying the company that their bid has been accepted and approved by the LHA Board of Directors, showing the Contract Amount. Prepared contracts ready for the bidder's signature are often enclosed.

- **Post award in Massachusetts Central Register**

# Managing Construction Projects

## Construction Phase

### Const.

- Owner-Contractor Agreement

Standard agreement establishing that all bidding specifications, drawings and addenda become the Contract Documents.

- Bonds

For projects with contract amounts **less than \$25,000**, bonds are **not** required.

For contract amounts **\$25,000 or greater**:

- 100% Performance Bond is required.
- 100% Payment Bond is required.

Bonds submitted by the General Contractor must be on DHCD's forms, dated to coincide with the Contract date, and have a current Power-of-Attorney attached to each bond.



# Managing Construction Projects

## Construction Phase

**Const.**

*(continued)*

- **Certificates of Insurance**

All projects require the Contractor to submit Certificate(s) of Insurance indicating compliance with the General Conditions.

- **Notice to Proceed**

Typically submitted to the Contractor at the Construction Kick-Off Meeting, LHA issues NTP to officially authorize the Contractor to proceed with the work.

Shows authorization date and construction duration (in days) based on the construction duration listed in the specifications.

Construction duration countdown begins on the date of NTP.

# Managing Construction Projects

## Construction Phase

### Const.

- **Meeting Minutes**

Construction Kick-Off meetings and all subsequent construction progress meetings are documented via record meeting minutes, produced by the Designer/RCAT and distributed to all parties including the Contractor.

If formal meetings are held prior to Construction, they are also documented here.

- **Submittals**

Technical specifications require the Contractor to neatly submit manufacturer's documents for each product to be installed for review by the Designer and/or RCAT. This is done to verify what products the Contractor plans to install and that those products comply with the requirements of the specifications.

Designer and/or RCAT will provide official approval.

# Managing Construction Projects

## Construction Phase

### Const.

- **Permits**

Contractor submits a copy of all building permits obtained for the Work directly to the Owner. Not all construction requires a permit. Contractor is responsible for obtaining permits and knowing when they are required, but the Owner should also be aware and verify that permits have been pulled.

- **Licenses and OSHA Cards**

Contractor provides copies of all required licenses, such as a plumbing license, directly to the Owner prior to the start of work.

Every worker must be OSHA 10-hour certified, at minimum. A copy of each worker's OSHA Card must be on file with the Owner.

# Managing Construction Projects

## Construction Phase

**Const.**

*(continued)*

- **Project Directory**

Prior to the start of work, Contractor provides a contact list showing name, company, role and phone number of each project team member including the Owner's and Designer's personnel, Contractor's president, project manager and site supervisor. 24-hour emergency contact from the Contractor is also designated.

Critical to establish the Contractor's team that should be maintained throughout construction.

- **Project Schedules**

Contractor submits a written construction schedule prior to the start of work, and then updates it on a weekly or bi-weekly basis. All schedules are kept for record, to track progress, and to hold Contractor accountable in case of delays.



# Managing Construction Projects

## Construction Phase

### Const.

- Certified Payroll Reports

Contractor must pay employees appropriate Massachusetts Prevailing Wage Rates as issued by the Department of Labor and included in the Specifications.

Submitted by the Contractor directly to the Owner on a weekly basis to verify that proper wages are being paid. Do not issue payment to the Contractor until wage rate reports are up to date showing compliance.

# Managing Construction Projects

## Construction Phase

### Const.

- **Schedule of Values**

If more than one Application for Payment is expected, the Contractor must submit Schedule of Values showing breakdown of the total Contract sum itemized for each general conditions and technical scope item. Once approved by the Designer and Owner, all future Applications for Payment will be based on the percentage complete of each item.

- **Change Orders**

Each Change Order should be filed with all associated back-up information including, at minimum, initial change order proposal with pricing breakdown and pricing back-up quotes.

# Managing Construction Projects

## Construction Phase

**Const.**

*(continued)*

- **Applications for Payment**

May be submitted by the Contractor on a monthly basis, or evenly spaced over the construction duration as determined at the Construction Kick-Off Meeting.

Schedule of Values should be attached to each application showing percentage complete of each scope item with values tallied to correspond with the amount to be paid by the Owner. Application is reviewed and approved by the Designer/RCAT prior to submission to the Owner for payment.

# Managing Construction Projects

## Construction Phase

### Const.

- **Certificate of Substantial Completion and Punch List**

CSC is required only for projects over \$50,000. Punch list reviews are performed when the work is substantially complete.

For all projects, when the work is determined by the Designer/RCAT to be sufficiently complete, the work is reviewed for issues and/or deficiencies that must be corrected by the Contractor prior to final payment. Final payment is withheld until all punch list items are corrected. Multiple punch lists may be required.

- **Certificate of Final Completion**

CFC is required for all projects over \$10,000 and is issued upon final completion of all work including resolution of all punch list items.



# Managing Construction Projects

## Construction Phase

**Const.**

*(continued)*

- **Certificate of Compliance with Bidding Laws**

Completed by the Owner and filed for all projects of any value to verify that the project was procured in accordance with Massachusetts laws and that the DHCD Capital Planning System has been updated.

# Managing Construction Projects

## Construction Phase

**Const.**

### • Warranties

General contractor submits a Letter of Guarantee for workmanship warranty with terms in compliance with the General Conditions.

Contractor submits all product warranties as required by each technical specification section.

All warranties are submitted to the Designer/RCAT for review and approval prior to submission of final closeout documents to the Owner.

Final payment and CFC should not be approved until all warranties have been received.

## Final Project Archive File

## **Part II.**

**How to write specifications and bid  
projects under \$10,000**



**The Regional Capital Assistance Team:**

**How to write specifications  
and bid projects**

**under \$10,000**

# Introduction:

Before moving forward with the writing of bid packages and bidding of projects below \$10,000, a number of assumptions are made:

- The project has been created in the Capital Planning System, (CPS).
- The project has been approved as part of the annual Capital Improvement Plan (CIP)
- A FISH number has been issued for the project by the Local Housing Authority's (LHA's) DHCD Project Manager.

In general these projects are conducted by the LHA's themselves using "Sound Business Practices", which will be defined. RCAT can provide advice and help in getting these projects off the ground, if needed. What follows is a handbook approach to creating these projects, including an actual example.

DHCD's Small Project Guide also outlines these practices and includes template documents for your use on these projects:

[www.mass.gov/hed/docs/dhcd/ph/small-projects/dhcdsmallprojectsguide.pdf](http://www.mass.gov/hed/docs/dhcd/ph/small-projects/dhcdsmallprojectsguide.pdf)

## **The \$10,000 Project Process:**

- 1. Reviewing Procurement Regulations**
- 2. Deciding whether a designer is needed**
- 3. Compiling a project estimate.**
- 4. Compiling a bid request using the DHCD template**
  - **Title Page**
  - **General Practices**
  - **Owner-Contractor Agreement**
  - **Scope of Work**
- 5. Obtaining Wage Rates**
- 6. Getting Bids**
- 7. Checking References**
- 8. Board Approval of Contract**
- 9. Notice to Proceed**
- 10. Contract Administration**
- 11. Invoicing and Payment**
- 12. Closeout of the Project**
- 13. A Sample Project**



## **1. Reviewing Procurement Regulations:**

The type of project (vertical versus horizontal, design only , etc.) becomes relevant as to the procurement regulations involved.

The State Procurement Regulations for Procurements of \$10,000 or less are outlined in a chart on the following page. They cover:

- **Three areas of Construction**
  - Building Construction (Vertical Construction – M.G.L c149)
  - Site Construction (Horizontal Construction - M.G.L c30 and c39)
  - Construction Material Purchases (without labor) - M.G.L c30 and c39
- **Designer Services** (M.G.L c7C and c44-c57)
- **Goods and Services** (M.G.L c30B)



## Under \$10,000 Procurement Requirements for State Statutes

Construction	<u>M.G.L. c.149:</u> Building Construction Contracts with Labor	<u>M. G.L. c.30 &amp; 39M:</u> Non-Building Construction Contracts with Labor	<u>M. G.L. c.30 &amp; 39M:</u> Construction Materials Procurements without Labor	<u>M. G.L. c.7C, &amp;&amp; 44-57</u> Design Services for Public Building Projects (Design Fees under \$10K)		<u>M. G.L. c.30B:</u> Procurement of Goods and Services	
Procurement Procedure	Sound business practices *	Sound business practices *	Sound business practices *	Procurement Procedure	None. Recommend soliciting from at least three designers.	Procurement Procedure	Sound business practices *
Notice/Advertisement Requirements	None.	None.	None.	Advertising Required	No	Notice/Advertising Requirements	None.
DCAMM Certification	No.	No.	No.	Designer Selection Board	No	Award contract to:	Responsible person offering the best price.
OSHA Training	No.	No.	No.	Designer Application	No	Written Contract Required	No. Keep written records as a best practice.
Prequalification	No.	No.	No.	Designer Evaluation (Submit to DCAMM and Designer Selection Board)	No	Maximum Contract Term	Three years, unless majority vote authorizes longer.
Filed Sub-bids	No.	No.	No.	Registration	Yes	OSD Option	Yes.
Bid Deposit	No.	No.	No.	Insurance	No		
Payment Bond	No.	No.	No.	Prevailing Wage	No	Prevailing Wage	Yes , for construction related services.
Performance Bond	No.	No.	No.				
Prevailing Wage	Yes.	Yes.	Yes.				
Contractor Evaluation	No.	No.	No.				
OSD or Blanket Contract	Yes.	Yes.	Yes.				

\* **Sound business practices:** "periodic solicitation of price lists or quotes to ensure the receipt of favorable prices". DHCD recommends that an LHA invite at least three contractors to quote the job, but if they decline, a single quote that meets all requirements may be accepted. Keep records of contractors asked to quote.



## **2. Deciding whether a designer is needed**

Although most \$10K projects are relatively simple, utilizing the work of one trade, (for example flooring replacement, a small reroofing project, siding replacement etc.) some projects may involve health and safety issues or code issues that require the technical knowledge of a licensed designer, (such as fire alarm alterations, boiler replacements, ADA compliance issues etc.).

Assuming design fees will be less than \$10K the selection can be made by the LHA directly without advertising, although it is good practice to solicit 3 quotes. DHCD maintains a list of “Designer Lite” House Doctors, (below) that the LHA can contact

<http://www.mass.gov/hed/docs/dhcd/ph/small-projects/housedoctorliteprogramforsmallproj.pdf>

directly, obtain a proposal, and negotiate their business relationship. The advantage of this program, is that the designers are prequalified per DHCD review, and the LHA is eligible for a 50% rebate up to \$3,000 on the design fee.

### **3. Compiling a project estimate.**

A preliminary estimate can be arrived at by creating the project in the Capital Planning System (CPS). <https://dhcdcps.com>. Your RCAT Project Manager can help with this. Further, bid archives of recent similarly bid projects, (<https://massrcat.com/construction-bid-package-archives/>) can be used as source of estimates, bearing in mind that smaller projects usually have a higher comparable unit price than the same type of project at a larger scale.

## 4. Compiling the Bid Package: Title Page

An editable bid package template can be found at the DHCD web site below:

<http://www.mass.gov/hed/docs/dhcd/ph/fend/0k10k/10k-entriefrontend.doc>

Entries are made for:

- LHA Contact information .
- Brief description of Project.
- Time proposal is due.
- Index

**LHA LETTER HEAD**

TYPE OVER THE UNDERLINED ITEMS TO REFLECT THE REQUIREMENTS FOR THIS PROJECT

Notice of Request for Proposals  
Use if Appropriate

MMMMMM DD, YYYY

The Town Housing Authority invites written proposals from contractors for the Very Brief Description of Project

The Project consists of: One to Three Sentence Description of the Project which is described in the attached procurement package.

Contractors are encouraged to use the enclosed form for proposal. Proposals are subject to M.G.L. c.149 sec.44A(2)(A) and to minimum wage rates as required by M.G.L. c.149 §526 to 27H inclusive.

Proposals must be received before Time, Day Date.

Proposals should be mailed, faxed, or emailed to LHA Address, Street, City State Zip; Fax 617 555-1212, or LHA @lha.com, and received no later than the date and time specified above

The Project site will be available for inspection between Time AM and Time PM on Date(s)

Questions or requests for an appointment to see the work site should be directed to Name of Contact Person at Phone.

This Procurement Package Includes:

General Provisions  
Form for Bid - Please use this form to submit a quote  
Sample Owner Contractor Agreement Form Sample of Form successful Offeror must sign  
Prevailing Wage Rates  
Technical Specifications

## 4. Compiling the Bid Package: General Provisions

Describes the conditions of the contract, including:

- The sales tax exemption
- That the contractor is to secure all permits and pay for fees, but be reimbursed by the LHA, (as some towns waive these costs).
- State Insurance requirements including Worker's Compensation requirements are outlined.

\$0,000 - \$10,000 GENERAL PROVISIONS	
1.0	<b>SALES TAX EXEMPTION AND OTHER TAXES</b>
1.1	To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.
1.2	The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.
2.0	<b>PERMITS, FEES, AND NOTICES</b>
2.1	The Contractor shall secure for the building permit which shall be paid for by the Owner. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.
2.2	The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
3.0	<b>INSURANCE REQUIREMENTS</b>
3.1	The Contractor shall calculate as part of its bid price and provide the following insurance coverage. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract. The Owner shall be named as additional insured on the Contractor's Liability Policies.
3.2	<b>WORKER'S COMPENSATION</b> Not Required if ALL work is done by a Self-employed Contractor with No Employees. Worker's Compensation: Coverage A Per G.L. c.149 §34 and c.152, as amended. Employer's liability: Coverage B up to \$100,000 each accident.
3.3	<b>CONTRACTOR'S COMMERCIAL GENERAL LIABILITY</b> Bodily Injury & Property Damage \$1,000,000 each occurrence \$1,000,000 general aggregate
3.4	<b>VEHICLE LIABILITY</b> Bodily Injury & Property Damage \$ 200,000 each person \$ 500,000 each accident \$1,000,000 Combined Single Limit
4.0	<b>WAGES</b> Bidders shall include in their bid wages calculated from the wage rates established by the Massachusetts Department of Labor Division of Occupational Safety and subject to M.G.L. c.149 §26 to 27H inclusive. This provision does not apply if work is done by a Sole Proprietor, doing the work alone.
5.0	<b>MISCELLANEOUS REQUIREMENT</b>
5.1	<b>EXECUTIVE ORDERS</b> The Contractor shall comply with the provisions of EPA Regulation 40 CFR 745.M.G.L. c.155B, Executive Order 478, Order regarding non-discrimination, diversity, equal Opportunity, and Affirmative Action; prohibiting the use of undocumented workers on state contracts and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, and regulations are incorporated herein by reference and made a part of this Contract.
6.0	<b>CONFLICT OF INTEREST</b> The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority."
c.149 § 26B 11/7/2016	GENERAL PROVISIONS 1 of 1

## 4. Compiling the Bid Package: Owner-Contractor Agreement

To be submitted by the Contractor after a successful bid. Should be pre-filled with:

- Project description, including the FISH number.
- Number of calendar days the Contractor has to complete the work.

**OWNER-CONTRACTOR AGREEMENT**

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

This agreement made this 20th day of Month 2010, by and between City or Town Name Housing Authority hereinafter called the "Owner", and Contractor's Name hereinafter called the "Contractor".

Witnesseth, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

**Article 1. Scope of Work.** The Contractor shall perform all Work required by the Contract Documents for Brief Description of the Work, prepared by Name of Architect or Engineer, acting as and referred to in the Contract Documents as the "Architect".

**Article 2. Time of Completion.** The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within NNN calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with Article 9 of the General Conditions of the Contract.

**Article 3. Contract Sum.** The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of:

Contract Amount in Words Dollars Contract in Numbers

**Article 4. The Contract Documents.** The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**Article 5. BEAP Certification.** Pursuant to M.G.L. c.62(c) §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Article 7. Worker Documentation Certification.** In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

**Article 8. Conflict of Interest.** The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority."

*In Witness Whereof, the Parties Hereto Have Caused This Instrument to Be Executed Under Seal.*

<b><sup>1</sup> CONTRACTOR</b>	<b><sup>2</sup> AWARING AUTHORITY</b>
Contractor's Name Name of Contractor	Name of Housing Authority
Contractor's Street Address Street	LHA Address Address
Contractor's City State Zip City State Zip	Signature and Seal Title
By: _____ Signature and Seal	Attest: _____
Witness _____	

<sup>1</sup> If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

<sup>2</sup> If signed by someone other than a Housing Authority Board member, attach a copy of Certified Board Vote authorizing the signatory to sign Contract.

Date \_\_\_\_\_



## 4. Compiling the Bid Package: Scope of Work

This is completed by the LHA to describe what work is to be done, how it is to be done, and with what materials it is to be done. Your RCAT project manager can provide help in developing the scope as can DHCD (below):

Jim McCurdy, DHCD Supervising Architect at  
617-573-1151 or e-mail at [james.mccurdy@state.ma.us](mailto:james.mccurdy@state.ma.us)

Or  
Joe DiMare, DHCD Supervising Engineer at  
617-573-1157 or e-mail [joseph.dimare@state.ma.us](mailto:joseph.dimare@state.ma.us)

### SCOPE OF WORK

#### Preparing a Scope of Work is Your Obligation

You cannot ask the Bidder to tell you what the Scope of Work should be

A Scope of Work should include:

#### SCOPE SUMMARY

Brief Description of the Expected Work  
Including some way to Quantify the work  
*For Example: If you are replacing a shingle roof how many square are there? Do you want them to strip it or go over the existing shingles? If you are stripping how many existing layers are they taking off this will impact the bidder's disposal costs?*

#### MATERIALS

What materials to expect?  
What is the expected level of quality?  
Don't forget to specify the accessories.  
*For Example if you are doing a shingle roof, you need to tell them what kind of shingles you want, do you want ice and water shield membrane, aluminum drip edge, what kind of nails do you expect, do you want ridge vents, etc.*

#### DESIGN

How do you want it put together?

#### EXECUTION

How do you want them to perform the work?

#### SPECIAL WARRANTIES/ GUARANTEES

If you want some type of special or extended warranty you must include it in the Specification.

## 4. Compiling the Bid Package: Scope of Work

- Describe the Type of work to be done, including quantities involved in that work:
  - Take photos of existing conditions and make copies of existing plans if available, to show the issue to be remedied, (plans that have been archived can be down-loaded at) <https://biddocsonline.com/login.php?from=/archives/>
  - Quantify the amount of work to be done within an approximate range. For example , if carpeting is to be replaced , give the approximate square footage that is to be replaced.
  - Check for lead and asbestos if building was built prior to 1979. Lead paint was prohibited for use in housing after 1978, and asbestos was prohibited after 1977. Environmental testing may need to be done to verify this.
  - Include standard specifications for the new work, including materials to be used. Use DHCD acceptable standards , when available, (link on next page).

## **4. Compiling the Bid Package: Scope of Work**

- DHCD Guidelines and Construction Standards are a reference for creating a durable, sustainable project. These can be found at:  
<http://www.mass.gov/hed/housing/ph-mod/design-and-construction-guidelines-and-standards.html>
- DHCD also has template specifications for many typical projects. These can be requested from DHCD. A list of available specifications can be found at:  
[www.mass.gov/hed/docs/dhcd/ph/dcguidestandard/sampletechnicalspecificationtableofcontents.pdf](http://www.mass.gov/hed/docs/dhcd/ph/dcguidestandard/sampletechnicalspecificationtableofcontents.pdf)
- Further in addition to a source of cost estimates, past archived RCAT bid packages can be used as draft templates for similar projects. Your Project Manager can help provide these resources. Past project archives can also be found at <https://massrcat.com/construction-bid-package-archives/>

## 5. Requesting Wage Rates

- Every public construction project , (with very few exceptions) is required to be done under Prevailing Wages. They can be applied for on-line for each project at :
- [:http://prevailingwage.detma.org/WageRequest.aspx?wr=121&AspxAutoDetectCookieSupport=1](http://prevailingwage.detma.org/WageRequest.aspx?wr=121&AspxAutoDetectCookieSupport=1)
- Generally they are emailed back within 24 hours.
- The entire schedule of wage rates, (usually 33
- pages long) are to be included in any bid package,
- (not just the trades that are expected to be
- a part of the scope of the work). These rates,
- are monitored through Certified Payroll Reports
- that contractors are required to provide for every
- Week they are on the project, (even for weeks they
- are not physically on site). These report forms can be found at:
- <http://www.mass.gov/anf/docs/dcam/ofa-forms/statement-of-compliance-payroll.pdf>
- Wage rates are good for 90 days from the date of issue.

The screenshot shows a web browser window displaying the 'Department of Labor Standards Prevailing Wage Program' form. The form is titled 'Request Official Wage Schedule' and includes a search bar. The main content area is divided into three sections: 'Contract Details', 'Agent Details', and 'Project Details'. The 'Contract Details' section includes fields for 'Awarding Authority Name', 'Awarding Authority Type', 'Contract Name', 'Address Line 1', 'Address Line 2', 'City', 'State', 'Zip', 'Phone Number', and 'Email Address'. The 'Agent Details' section includes fields for 'Firm Name', 'Contact Name', 'Address Line 1', 'Address Line 2', 'City', 'State', 'Zip', 'Phone Number', and 'Email Address'. The 'Project Details' section includes a 'Project Type' dropdown menu with options like 'Construction', 'Marine Dredging', 'School Bus', 'Contractor (Cleaning)', 'Sewerage', 'Outside Electrical', 'Rental of Equipment', 'Office Furniture', 'Disposal/Recycle', and 'Window Washing'. It also includes fields for 'Contract Number', 'Project Name', 'Project Description', and 'Project Address'.

## **6. Getting Bids**

The procurement of projects under \$10,000 requires

“Sound Business Practices”, defined as the periodic solicitation of price lists or quotes to ensure the receipt of favorable prices. DHCD recommends that a LHA invite at least 3 contractors to quote each job, but if they decline, a single quote that meets all requirements may be accepted. The LHA is required to keep records of contractors that were asked for a quotation. There is no advertising requirement, and OSD contracts, (<https://www.commbuys.com/bsa/>) can be used as one or more of the quotes. If 2 OSD contracts are solicited , no further quotes are needed.

Bid results for larger projects are posted on “BidDocs Online” at <https://biddocsonline.com/projects.php?list=recent>, which can be a source of contractors that do public work. Again, archived RCAT bid results are also a source of bidders in various categories , which can be contacted for quotes in various construction categories, (<https://massrcat.com/construction-bid-package-archives/>)



## 7. Checking References

- References should be requested from the lowest responsive bidder (a bidder that has provided a bid in compliance with the bid document) and responsible bidder, (one who has provided a quote that appears reasonable in the context of other received bids, and someone who has proven the ability to do the work being bid). Projects submitted should be of similar scope and size as the bid project. A reference form as shown here can be included in the original Request for Services (RFS), downloaded at:  
<https://massrcatcom.files.wordpress.com/2016/07/reference-sheet.pdf>
- It is also good practice to check with your RCAT Project Manager or DHCD Construction Advisor regarding any information they may have on your bidder. Further the Division of Capital Asset Management (DCAMM) posts a list of debarred contractors at:  
<http://www.mass.gov/anf/docs/dcam/debarred/current-debarment-list.pdf>

BIDDER'S REFERENCE FORM	
Provide with Form for Quotes	
Bidders Name _____	Phone: ( ) _____
LHA/Project Title: _____	Email: _____
The bidder must provide five (5) business references for projects performed & completed within the past five (5) years. Attach additional pages if necessary.	
(1) Reference Name: _____	Phone: ( ) _____
Address: _____	Email: _____
Description and date(s) of work: _____	
_____	
_____	
(2) Reference Name: _____	Phone: ( ) _____
Address: _____	Email: _____
Description and date(s) of work: _____	
_____	
_____	
(3) Reference Name: _____	Phone: ( ) _____
Address: _____	Email: _____
Description and date(s) of work: _____	
_____	
_____	
(4) Reference Name: _____	Phone: ( ) _____
Address: _____	Email: _____
Description and date(s) of work: _____	
_____	
_____	
(5) Reference Name: _____	Phone: ( ) _____
Address: _____	Email: _____
Description and date(s) of work: _____	
_____	
_____	
References will be contacted to confirm the bidder's skills, abilities and qualifications to faithfully perform the work as specified.	
DHCD 11/7/2016	BIDDER'S REFERENCE FORM 1 of 1
00.45.13	

## **7. Checking References**

### **Reference Questions:**

- Did the contractor perform the work in accordance with the scope of work?
- Did the contractor provide sufficient oversight of the work performed?
- Rate the contractor's knowledge and experience.
- How were the contractor's overall schedule, organization and responsiveness?
- Did the contractor request change orders on the project? Were they justified?
- Would you use this contractor again?

If the references are favorable a general recommendation is made and submitted to the LHA Board of Commissioners for approval. If references are poor the next responsive and responsible bidder's references are reviewed until a contractor is found with acceptable references. If none is found , additional quotes are sought until an acceptable contractor is found.

## **8. Board Approval of Contract**

- **When the LHA has selected the lowest responsive and responsible contractor and is satisfied with their references , this information is put into a Resolution for the approval of the Board of Commissioners, if the Board has not given prior approval to the LHA ED to approve contracts below \$10K themselves. The date of approval by the Board becomes the date of the contract with the LHA and the Contractor.**
- **Some LHA Boards have chosen to allow the ED to approve contracts directly up to \$10K, for projects that were in the LHA's Capital Improvement Plan, that was previously been approved by the Board, (provided that that the contract is not beyond a certain percentage of the original estimate, 10% for example). This allows the contracted work to move forward without having to wait for the next Board meeting. Typically the Board is informed of the contract at the next Board meeting.**

## **9. The Preconstruction Meeting (Covers the following)**

- **Notice to Proceed:** The LHA should issue a Notice to Proceed (NTP) to the Contractor, which establishes the start date of the contract and designates the owner's representative. Other items of importance not covered in the contract may also be established as part of the NTP. Even in projects of this small size, the NTP documents the terms impacting the time of completion should problems arise. An example can be found in the DHCD Small Projects Guide: [www.mass.gov/hed/docs/dhcd/ph/small-projects/dhcdsmallprojectsguide.pdf](http://www.mass.gov/hed/docs/dhcd/ph/small-projects/dhcdsmallprojectsguide.pdf)
- **Discussion Items:**
  - Paying for the Building Permit(s) which the Contractor must obtain.  
(Frequently, communities are more likely to reduce the cost of permits, etc. if a public agency actually pays for it)
  - Providing Resident Coordination addressing notifications and safety issues.
  - Making the work area available to the Contractor during the hours designated in the scope of work;
  - Approving the signed contract and other documents, insurance certifications, 10 Hour OSHA compliance of the work staff.
  - Providing the contractor with the LHA's Tax Certificates for the tax-free purchase of materials.
  - Obtaining a Schedule for the work.
  - Indicating locations for dumpsters and other Contractor equipment.

## **10. Contract Administration (Tasks)**

- **Approving submittals**, if required, which may include selecting colors or approving materials or equipment that will be used. These need to be compared to the specified products, if appropriate.
- **Checking to see if the work is proceeding** per the scope of the work in the bid documents.
- **Checking to see if the work is proceeding** in a timely manner.
- **Making prompt payments** for properly completed work. (*Note that Contractors are due Interest on Late Payments over 30 days*)
- **Reviewing and processing Change Orders** – if conditions are encountered that could not have been anticipated from the contract documents.

Some technical assistance during construction from DHCD may be obtained by contacting your RCAT Project Manager or the LHA's Construction Advisor.



# 11. Invoicing and Payment

- Most under \$10K projects will only require one invoice. To request payment from DHCD, submit an Invoice Form for “Under \$50K Projects” along with invoices via email to [DHCDlhainvoices@massmail.state.ma.us](mailto:DHCDlhainvoices@massmail.state.ma.us)
- 10% of the total cost of the project Administration Fees can be billed for, (which is paid to the LHA out of the total Formula Funding the LHA is allocated) . If Admin fees are not billed for, the FF remains for other projects.

## Invoice Form for Under \$50K Projects

LHA: \_\_\_\_\_

Project FISH #: \_\_\_\_\_

The invoices listed below are for the approved scope and are due and payable:

(Press TAB to move between boxes)

Account (budget line)	Vendor Name	Invoice Amount	Invoice #	Description of Work	Construction Invoice*
					<input type="checkbox"/> Yes
					<input type="checkbox"/> Yes
					<input type="checkbox"/> Yes
					<input type="checkbox"/> Yes
					<input type="checkbox"/> Yes
					<input type="checkbox"/> Yes
					<input type="checkbox"/> Yes
					<input type="checkbox"/> Yes
					<input type="checkbox"/> Yes
					<input type="checkbox"/> Yes
TOTAL Requested:		\$0.00			

\* or construction materials invoice

This submission must include invoices as noted below and may need to include a Certificate of Compliance. Please check next to item below to confirm.

- ☐ Invoice(s) included, amounts in table above are circled on invoice(s)  
☐ If request includes construction (or construction materials) invoice(s), or is for a final payment, a completed and signed Certificate of Compliance is included

Submitted by: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

### Send To:

via Email - [DHCDlhainvoices@massmail.state.ma.us](mailto:DHCDlhainvoices@massmail.state.ma.us)

via US Mail - The Assigned Project Manager, DHCD, 100 Cambridge Street, Suite 300, Boston, MA 02114

Date: November 7, 2016

## 11. Invoicing and Payment

### A Certificate of Compliance

Is required with Invoice submissions to verify that the work being invoiced for, has been procured according to Massachusetts procurement policies.

Presently, this form needs to be submitted with every invoice for a project.

CERTIFICATE OF COMPLIANCE WITH BIDDING LAWS AND CAPITAL PLAN For FISH PROJECT # _____	
The undersigned being a duly authorized representative of the _____ Housing Authority hereby certifies to DHCD that:	
<div><div>1. The housing authority solicited and reviewed the bids in accordance with the provisions of MGL c.149, §544A-44; MGL c.30B §5 or MGL c.30, §39M, whichever is applicable and has made a good faith effort to comply with 760 CMR 11.10 with respect to tenant participation.</div><div>2. The housing authority informed all prospective bidders that, if awarded the contract, they must pay the prevailing wage pursuant to MGL c.149, §26, and that the housing authority supplied all prospective bidders with the prevailing wage rates in effect at the time of the bid.</div><div>3. The housing authority has reviewed the low general bid and found it to be in compliance with MGL c.149, §44A. If a lower bid(s) was rejected, the bidder's identity and the reason for rejection is as follows: _____</div><div>4. There are no protests by general bidders before the Attorney General's Fair Labor and Business Practices Division or in a court of law, which might affect the contract award.</div><div>5. The amount of the contract award is the same as the amount of the lowest acceptable bid with the exception that: (specify any change in amount and the reason): _____</div><div>6. Check at least one box as applicable:<div><div><input type="checkbox"/> This construction contract is complete. For jobs over \$10,000, the Certificate of Final Completion is attached.</div><div><input type="checkbox"/> All invoices have been submitted for payment and this project is ready to be closed at a final cost of: \$_____</div><div><input type="checkbox"/> This is an interim payment.</div></div></div><div>7. If construction is complete, the building and equipment components of the development modified by this project have been updated in the Capital Planning System.</div><div>8. DHCD's funding of the contract is made in reliance on this certification.</div></div>	

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

\_\_\_\_\_

Name of Housing Authority

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Title

Date: \_\_\_\_\_

## **12. Closeout of the Project**

### **Which Includes the following:**

- **Warranty Documentation:** The Contractor should provide a Warranty for work as described in the scope of work. A minimum one year warranty for general work and materials is a standard. Other longer warranties may apply.
- **Updating Capital Planning System:** The LHA must update its CPS records to reflect all construction projects completed. (RCAT can provide Technical Assistance in this area); see also <https://dhcdcps.com>
- **Request final payment and submit the Certification of Compliance:** Most small projects only require one invoice.
- **Create a Project File by DHCD Project Number (FISH Number) (To have in the event of an Audit).** Include the following:
  - Building or other Permit(s) as necessary - Designer (Architect/Engineer) Contract - Bid Package
  - Firms contacted to supply quotes and advertisement (if required)
  - Submitted quotes
  - Reference check for low bidder
  - Vote to award contract
  - Contract (including Change Orders, insurance and wage reporting)
  - Wage reporting for work completed by LHA maintenance staff
  - Certificate of Final Completion
  - Warranties
  - Payments
  - Certification of Compliance with Bid Laws and Capital Plan

# 13. A Sample Project

## Enfield Housing Authority: Metal Fascia Strip Repainting Project: FISH #573119

### Enfield Housing Authority

#### Metal Fascia Strip Repainting Project: FISH #573119

#### Notice of Request for Proposals

October 23, 2017

The Enfield Housing Authority invites written proposals from contractors for the Metal Fascia Strip Repainting Project: FISH #573119

The Project consists of: **Removing loose paint from the existing galvanized fascia strip , and repainting per specifications. The galvanized steel fascia is at the height of 12 ft, 2 foot in width at 375 lineal feet or approximately a total of 750 square feet of surface area, which is described in the attached procurement package.**

Contractors are encouraged to use the enclosed form for proposal. Proposals are subject to M.G.L. c.149 sec.44A(2)(A) and to minimum wage rates as required by M.G.L. c.149 §526 to 27H inclusive.

Proposals must be received before 6AM, 12/25/2017.

Proposals should be mailed, faxed, or emailed to 2000 Neptune St., Enfield, MA 57311; Fax 617 555-1212, or Enfield@lha.com, and received no later than the date and time specified above

The Project site will be available for inspection between 9 AM and 10 PM on 11/23/2017.

Questions or requests for an appointment to see the work site should be directed to C. Kringle at 617-555-1212.

This Procurement Package Includes:

General Provisions

Form for Bid - Please use this form to submit a quote

Sample Owner Contractor Agreement Form Sample of Form successful Offeror must sign

Prevailing Wage Rates

Technical Specifications

#### \$0,000 - \$10,000 GENERAL PROVISIONS

##### 1.0 SALES TAX EXEMPTION AND OTHER TAXES

1.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.

1.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.

##### 2.0 PERMITS, FEES, AND NOTICES

2.1 The Contractor shall secure for the building permit which shall be paid for by the Owner. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

2.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

##### 3.0 INSURANCE REQUIREMENTS

3.1 The Contractor shall calculate as part of its bid price and provide the following insurance coverage. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract. The Owner shall be named as additional insured on the Contractor's Liability Policies

3.2 **WORKER'S COMPENSATION** Not Required if ALL work is done by a Self-employed Contractor with No Employees.

Worker's Compensation: Coverage A	Per G.L. c.149 §34 and c.152, as amended.
Employer's liability: Coverage B	up to \$500,000 each accident

##### 3.3 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

##### 3.4 VEHICLE LIABILITY

Bodily Injury & Property Damage	\$ 200,000 each person
	\$ 500,000 each accident
	\$1,000,000 Combined Single Limit

##### 4.0 WAGES

Bidders shall include in their bid wages calculated from the wage rates established by the Massachusetts Department of Labor Division of Occupational Safety and subject to M.G.L. c.149 §26 to 27H inclusive. This provision does not apply if work is done by a Sole Proprietor, doing the work alone.

##### 5.0 MISCELLANEOUS REQUIREMENT

##### 5.1 EXECUTIVE ORDERS

The Contractor shall comply with the provisions of EPA Regulation 40 CFR 745;M.G.L. c.151B; Executive Order 478, Order regarding non-discrimination, diversity, equal Opportunity, and Affirmative Action; prohibiting the use of undocumented workers on state contracts and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, and regulations are incorporated herein by reference and made a part of this Contract.

##### 6.0 CONFLICT OF INTEREST

The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority."

# 13. A Sample Project

## Enfield Housing Authority: Metal Fascia Strip Repainting Project: FISH #573119

### FORM FOR QUOTE

c.149  
\$0-10,000

#### TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required for:

Project Description: At the Neptune Manor Development (666-1), Removing loose paint from the existing galvanized fascia strip, and repainting per specifications, (FISH #573119).

for the Enfield Housing Authority, Neptune Manor Development No. 666-1 in Enfield Massachusetts in accordance with the Contract Documents supplied by the Enfield Housing Authority for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. The proposed contract price is : \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

C. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the Work and that they will comply fully with all laws and regulations applicable to awards made subject to MGL c.149 sec.44A-1.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not 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 other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

By: \_\_\_\_\_  
Name of Bidder  
Signature + Title of person signing Bid  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_  
City and State

Date: \_\_\_\_\_

Note: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of general partners if different from business address.

### OWNER-CONTRACTOR AGREEMENT

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

This agreement made the NNth day of Month 2017 by and between Enfield Housing Authority hereinafter called the "Owner", and Contractor's Name hereinafter called the "Contractor"

Witnesseth, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows

**Article 1. Scope of Work:** The Contractor shall perform all Work required by the Contract Documents for Brief Description of the Work prepared by Name of Architect or Engineer acting as and referred to in the Contract Documents as the "Architect".

**Article 2. Time of Completion:** The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within 30 calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with Article 9 of the General Conditions of the Contract.

**Article 3. Contract Sum:** The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of:

CONTRACT AMOUNT IN WORDS	Dollars	CONTRACT IN NUMBERS
CONTRACT SUM IN WORDS		CONTRACT SUM IN NUMBERS

**Article 4. The Contract Documents:** The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**Article 6. REAP CERTIFICATION:** Pursuant to M.G.L. c.62(c) §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support

**Article 7. WORKER DOCUMENTATION CERTIFICATION:** In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

**Article 8. CONFLICT OF INTEREST:** The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority."

*In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal*

#### 1 CONTRACTOR

Contractor's Name  
\_\_\_\_\_  
Name of Contractor  
Contractor's Street Address  
\_\_\_\_\_  
Street  
Contractor's City State Zip  
\_\_\_\_\_  
City State Zip  
By: \_\_\_\_\_  
Signature and Seal  
Witness \_\_\_\_\_  
Date \_\_\_\_\_

#### 2 AWARDING AUTHORITY

Enfield  
\_\_\_\_\_  
Name of Housing Authority  
2000 Neptune St., Enfield, MA 57311  
\_\_\_\_\_  
Address  
Signature and Seal  
\_\_\_\_\_  
Title

<sup>1</sup> If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

<sup>2</sup> If signed by someone other than a Housing Authority Board member, attach a copy of Certified Board Vote authorizing the signatory to sign Contract.

c.149 \$0K-10K  
11/7/2016

OWNER - CONTRACTOR AGREEMENT  
Page 1 of 1



# 13. A Sample Project

## Enfield Housing Authority: Metal Fascia Strip Repainting Project: FISH #573119

### SCOPE OF WORK

#### 1.1 GENERAL SCOPE OF THE WORK

##### A. The Work of the Contract consists of:

1. The removal of existing paint and the repainting of approximately 375lineal feet of 2<sup>nd</sup> level metal fascia at Neptune Manor (666-1). Work either shown on the Drawings or included in the specifications unless specifically indicated not to be done.
2. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
3. Providing and restoring, where appropriate, all temporary facilities.
- B. Execution of Work: Work to be performed in timely and workmanlike fashion. Site must be cleaned up daily with access needed for overnight.
- C. Warranties/Guaranties: 1 year warranty against peeling, flaking, and fading.

#### 1.2 MATERIALS:

#### 1.3 SECTION INCLUDES

- A. Exterior paint and coatings systems including surface preparation.

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: For each paint system indicated, including.
1. Product characteristics.
  2. Surface preparation instructions and recommendations.
  3. Primer requirements and finish specification.
  4. Storage and handling requirements and recommendations.
  5. Application methods.
  6. Cautions for storage, handling and installation.
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
- D. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.

#### 1.5 MANUFACTURERS

- A. Acceptable Manufacturers(©or equal):
1. Sherwin-Williams: 101 Prospect Ave.; Cleveland, OH 44115; Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989; Email: request info@specifications@sherwin.com; Web: [www.sherwin.com](http://www.sherwin.com).
  2. Benjamin Moore & Co., 101 Paragon Drive, Montvale NJ 07645 Contractors: 1-866-708-9180 [info@benjaminmoore.com](mailto:info@benjaminmoore.com)
  3. California Paints 150 Dascomb Road, Andover, MA 01810 978-965-2122
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

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C 149 \$10K-\$50K

SUMMARY OF WORK  
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#### 1.6 PAINT MATERIALS - GENERAL

#### 1.7 EXTERIOR PAINT SYSTEMS

NOTE: Remove all loose paint, sand and prime prior to painting.

- A. METAL: Aluminum, Galvanized. (Specifications based on Sherwin-Williams or equal)

1. Latex Systems:
  - 1st Coat: S-W Pro-Cryl Universal Primer, B66-1310 Series (5.0-10.0 mils wet, 1.8-3.6 mils dry per coat)
  - 2nd Coat: S-W Sher-Cryl High Performance Acrylic, B66 Series (3rd Coat: S-W Sher-Cryl High Performance Acrylic, B66 Series, (6.0 mils wet, 2.5 mils dry per coat)
2. Semi-Gloss

#### 1.8 TIME OF COMPLETION

- A. The Work shall be commenced at the time stated in the Owner's Notice to Proceed and shall be completed within 30 consecutive calendar days thereafter.

#### 1.9 SELECTION CRITERIA

- A. In addition to any provisions of the General Conditions, the Contractor will be selected based on meeting the given qualifications and providing the lowest base quote.

#### 1.10 OSHA SAFETY TRAINING

- A. The Contractor shall certify that all employees working on this project have successfully completed a 10 Hour Safety and Health Training Course approved by the United State Occupational Health and Safety Administration (OSHA).

#### 1.11 SAMPLES AND SUBMITTALS

- A. The Contractor shall provide samples (or submittal of manufacturer's literature) for the Owner's approval prior to installation:

#### 1.12 CONDUCT OF THE WORK

- A. Existing Buildings. All units will be occupied during construction. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction.
- B. Unless specifically authorized by the Owner, the Work must be conducted between the hours of 8:00 A.M. and 4:30 P.M. on Monday through Friday. No work is to be done on holidays, Saturdays, or Sundays other than for emergencies.

#### 1.13 SHUTDOWN OF SERVICES

- A. The Contractor's attention is especially called to the fact that the continuous

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C 149 \$10K-\$50K

SUMMARY OF WORK  
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# 13. A Sample Project

## Enfield Housing Authority: Metal Fascia Strip Repainting Project: FISH #573119

operation of services for this housing development is mandatory. If any unit is to be left without heat, hot water, domestic water, electricity, gas, sanitary facilities, or any other services for more than an eight hour period, the Contractor shall submit a letter and obtain written authority from the Owner before proceeding.

If such a shutdown is unacceptable to the Owner, the Contractor shall make, and pay for, alternative arrangements to insure that services are provided.

### 1.14 PROTECTION AND ACCESS

- A. The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress.
- B. The Contract shall take special measures to protect the tenants from noise, dust, and other disturbances.

### 1.15 TEMPORARY FACILITIES

- A. Temporary Water - The Contractor may make use of the available water supply at the site for construction purposes, provided the permission of the Owner is obtained beforehand, water is verified at the source and only as long as the water is not used wastefully.
- B. Temporary Electricity - The Contractor may make use of the electricity available at the site, metered and paid for by the Owner, provided that the Contractor shall supply the proper adapters and extension cords. Where heavy duty electric equipment drawing a current in excess of 15 amps is involved, the Contractor shall provide temporary electric work to supply this power.

### 1.16 CLEANING UP

- A. Conduct cleaning and disposal operations to comply with all Federal, State, and local laws, ordinances, and regulations.
- B. Provide on-site containers for collection of waste materials and rubbish, to be located with the approval of the Owner.
- C. At the end of each day's work, remove, and legally dispose, all waste materials and rubbish from the site.

END OF SECTION OF SUMMARY OF WORK  
01.11.50

### SECTION 00.73.43 PREVAILING WAGES and LABOR REGULATIONS

#### 4.1 PREVAILING WAGE RATES

4.6.1 The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of the Massachusetts Department of Labor Division of Occupational Safety. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract. Any questions relative to the applicability of any wage rate shall be directed to the Division of Occupational Safety.

4.6.1 Keep a legible copy of said schedule posted on the site at all times. Provide the Owner, on a weekly basis, and keep an on-site file of the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Department, Architect, or any agency having jurisdiction.

4.6.1 Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by MGL c149 § 34B, as amended. Such police officers shall be covered by Worker's Compensation Insurance and Employers Liability Insurance provided by the Contractor.

#### 4.2 WAGE RATE REPORTING

4.6.1 The Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with MGL c.149 §26 - 27H.

4.6.1 The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.

4.6.1 [Weekly Payroll Form](http://www.mass.gov/lwd/docs/dos/prevaling-wage/pw-payroll.pdf) [www.mass.gov/lwd/docs/dos/prevaling-wage/pw-payroll.pdf](http://www.mass.gov/lwd/docs/dos/prevaling-wage/pw-payroll.pdf)

4.6.1 [Statement of Compliance](http://www.mass.gov/lwd/docs/dos/prevaling-wage/pw-compliance.pdf) [www.mass.gov/lwd/docs/dos/prevaling-wage/pw-compliance.pdf](http://www.mass.gov/lwd/docs/dos/prevaling-wage/pw-compliance.pdf)

#### 4.3 APPRENTICE REQUIREMENTS

Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.

#### 4.4 EMPLOYEE OSHA SAFETY TRAINING

4.6.1 All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004.

4.6.1 The Contractor and all Subcontractors shall furnish to the Owner, with the certified payroll reports, documentation indicating that each employee has successfully completed 10 hours of a course in construction safety and health. This course must be approved by the United States Occupational Health and Safety Administration (OSHA).

# 13. A Sample Project

## Enfield Housing Authority: Metal Fascia Strip Repainting Project: FISH #573119



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27II

RONALD L. WALKER, II  
Secretary  
WILLIAM D. MCKINNEY  
Deputy

CHARLES D. BAKER  
Governor  
KARYN E. POLITO  
Lt. Governor

Awarding Authority: Chelmsford Housing Authority

City/Town: CHELMSFORD

Contract Number:

Description of Work: McFarlin Manor (667-3) The repainting of approximately 325 lineal feet of a 2 foot tall galvanized aluminum fascia as well as a smaller amount of existing wood fascia.

Job Location: 10 Wilson Street, Chelmsford, MA 01824

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentices Standards (DLS/DAS). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dolapw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

ACTUAL WAGE RATE SCHEDULE  
CONSISTS OF 31 PAGES

		Base Wage	Health	Pension	Supplemental	
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 JUNE 8	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 JUNE 8	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 JUNE 8	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS' - AFGE 2	12/01/2016	\$32.65	\$7.60	\$13.00	\$0.00	\$53.25
	06/01/2017	\$33.65	\$7.60	\$13.00	\$0.00	\$54.25
	12/01/2017	\$34.28	\$7.60	\$13.00	\$0.00	\$54.88
	06/01/2018	\$35.12	\$7.60	\$13.00	\$0.00	\$55.72
	12/01/2018	\$35.96	\$7.60	\$13.00	\$0.00	\$56.56
	06/01/2019	\$36.83	\$7.60	\$13.00	\$0.00	\$57.43
	12/01/2019	\$37.69	\$7.60	\$13.00	\$0.00	\$58.29
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE /MECH EQUIPT. LOCAL 16 FINISH (INDUSTRIAL/GENERAL WORKERS)	12/01/2016	\$33.90	\$11.50	\$7.10	\$0.00	\$52.50
	06/01/2017	\$34.90	\$11.50	\$7.10	\$0.00	\$53.50
	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER LABORERS' - AFGE 2	12/01/2016	\$32.15	\$7.60	\$13.00	\$0.00	\$52.75
	06/01/2017	\$33.15	\$7.60	\$13.00	\$0.00	\$53.75
	12/01/2017	\$33.78	\$7.60	\$13.00	\$0.00	\$54.38
	06/01/2018	\$34.62	\$7.60	\$13.00	\$0.00	\$55.22
	12/01/2018	\$35.46	\$7.60	\$13.00	\$0.00	\$56.06
	06/01/2019	\$36.33	\$7.60	\$13.00	\$0.00	\$56.93
	12/01/2019	\$37.19	\$7.60	\$13.00	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
c.149 950-10K 11/7/2018						Unemployment

c.149 50-106  
11/7/2016

## **13. A Sample Project**

### **Enfield Housing Authority: Metal Fascia Strip Repainting Project: FISH #573119**

Existing Condition Photos: (Length of Fascia Ribbon approximately 375 linear feet)



## RCAT Contact Information

RCAT DIRECTORY (July 20, 2017)								
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