PROJECT MANUAL

**DHCD FISH**

**#**

**Modernization of State Aided Public Housing**

**SITE WORK PROJECT**

|  |
| --- |
| STATE-AIDED DEVELOPMENT: Development Name & Number for Example Bossi Gardens 667-1**Massachusetts** Department *of* *Housing and Community Development***TOWN OR CITY, MASSACHUSETTS** |



|  |  |
| --- | --- |
| **TOWN/CITY HOUSING AUTHORITY**Street AddressTown Address State ZipPhone: NumberFAX: Number | **PROJECT ADDRESS:****Bossi Gardens****Project Street Address(s)****Project Town, State ZIP** |
| XXXXXXXXXXXXXX, ChairmanXXXXXXXXXXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, Executive Director |
| **Architect**(Name)(Address)(State, Zip Code)(Telephone ( )(\*\*\*-\*\*\*\*)(FAX #)Email | **Mechanical Engineer** (Name)(Address)(State, Zip Code)(Telephone ( )(\*\*\*-\*\*\*\*)(FAX #)Email |
|  |  |
| **Specifications**(Name)(Address)(State, Zip Code)(Telephone ( )(\*\*\*-\*\*\*\*)(FAX #)Email | **Landscape Architect**(Name)(Address)(State, Zip Code)(Telephone ( )(\*\*\*-\*\*\*\*)(FAX #)Email |
| **DATE:** |  |

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**Insert a complete list of drawings here**

**Solicit 3 responses and PLACE IN CENTRAL REGISTER, COMMBUYS and WEBSITE (NEWSPAPER NOT REQUIRED). Use the information below for the advertisements**

***Include Information Below on Central Register Form***

***PlP***

***P*** [***Central Register General Contract Submission Form***](http://www.sec.state.ma.us/sprpublicforms/GCSubmissionForm.aspx)

***Post this Completed Notice at Awarding Authority***

***TYPE OVER THE UNDERLINED ITEMS TO REFLECT THE REQUIREMENTS***

 ***FOR THIS PROJECT***

PUBLIC NOTIFICATION FOR WRITTEN QUOTES

The **City/Town** Housing Authority, the Awarding Authority, invites written quotes from Contractors for the **Housing Type: Elderly 667-#, Family 200-# or 705-#, Special Needs 689-#** Development for the **City/Town** Housing Authority in **City/Town** Massachusetts, in accordance with the documents prepared by **Architect/Engineer’s Name**.

The Project consists of: **Brief one or two sentence description of the work**

The work is estimated to cost **$ Dollar Amount**

Quotes are subject to M.G.L. c.30B §39M & to minimum wage rates as required by M.G.L. c.l49 §§26 to 27H inclusive.

Written Quotes will be received until **2:00 p.m.,** **Day of the Week and Date.**

This project is being Electronically Bid (E-Bid). All Quotes shall be prepared and submitted online at [www.Projectdog.com](http://www.Projectdog.com) and received no later than the date & time specified above. Hard copy Quotes will not be accepted by the Awarding Authority. For assistance, contact Projectdog, Inc. at 978.499.9014.

Contract Documents will be available electronically or for purchase at [www.Projectdog.com](http://www.Projectdog.com) on **Day of the Week and Date**, Project Code **XXXXXX**.

The job site and/or existing building will be available for inspection between **Time** A.M. and **Time** P.M. on **Date**.

For an appointment call **Name of Contact Person at Phone Number.**

 INSTRUCTIONS TO BIDDERS

**This project is being Electronically Bid (E-Bid). All Quotes shall be prepared and submitted online at** [**www.Projectdog.com**](http://www.Projectdog.com)**.** Hard copy Quotes will not be accepted by the Awarding Authority. For assistance, contact Projectdog, Inc. at 978.499.9014.

# ARTICLE 1 - BIDDER'S REPRESENTATION

**1.1** Each Bidder (hereinafter called the **"Bidder"**) by making a Quote (hereinafter called **"Quote"**) represents that:

**1.** The Bidder has read and understands the Contract Documents and the Quote is made in accordance therewith.

**2.** The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

**1.2** Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the Quote as submitted.

# ARTICLE 2 - BIDDER’S CERTIFICATION – OSHA TRAINING

**2.1** All workers on this project construction site must have no less than 10 hours of OSHA-approved safety and health training.

**2.2** The Contractor and all subcontractors on this project will be required to provide certification of this compliance with this requirement in accordance with the provisions of these Contract Documents.

# ARTICLE 3 - MBE/WBE PARTICIPATION GOALS – NO REQUIREMENTS

# ARTICLE 4 - REQUESTS FOR INTERPRETATION

**4.1** Bidders shall promptly notify the Architect/Engineer of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.

**4.2** Bidders requiring clarification or interpretation of the Contract Documents shall make such request to the Owner.

# ARTICLE 5 - PREPARATION AND SUBMISSION OF QUOTES

**5.1** Quotes shall be prepared and submitted online at [www.Projectdog.com](http://www.Projectdog.com) with the forms furnished by Projectdog, Inc. The forms enclosed in the Project Manual shall not be extracted or used.

 **5.1.1** All required forms must be submitted in PDF format only. The Bidder must complete all required signatures either digitally or manually (print, sign, and scan to a PDF file).

 **5.1.2** Bidder must enter their bid price on the electronic Bid Form as a whole dollar value only with no punctuation. Sums shall be expressed in both words and figures on the bid form. Note: The electronic Bid Form will automatically match the word value to the numeric figure entered by the Bidder.

 **5.1.3** Bidder may save, submit, or modify an E-Bid at any time prior to bid close. Once submitted, a bid cannot be edited. To modify a bid the Bidder must retract the bid, make any necessary changes, and then re-submit the bid. Upon submitting or retracting an E-Bid, the Bidder will receive a convenience email for informational purposes only. Bidders are encouraged to contact Projectdog, Inc. at 978.499.9014 if an email is not received.

 **5.1.4** If a bid is submitted prior to an Addendum being issued, the Bidder will receive an automated email for informational purposes only. The Bidder must review the addendum, retract the bid, acknowledge all addenda, and re-submit the bid. If a Bidder fails to acknowledge addenda their bid may be rejected by the Awarding Authority.

 **5.1.5** Timely submission of an E-Bid shall be the full responsibility of the Bidder. The server clock is the time of record. It is the Bidder’s responsibility to review and confirm online that a bid has been submitted and/or retracted and that the bid is 100% true, complete, and accurate. All Bidders are required to review their submitted E-Bid via the “View My Bid Package” link.

**5.2 Bid Deposits – No Requirements.**

**5.3 Delivery of Quotes**

 **5.3.1** The Quote shall be prepared and submitted online at [www.Projectdog.com](http://www.Projectdog.com). Hard copy Quotes will not be accepted by the Awarding Authority.

 **5.3.2** Date and time for receipt of Quotes is set forth in the Public Notification.

 **5.3.3** Timely delivery of a Quote at the location designated shall be the full responsibility of the Bidders.

# ARTICLE 6 - ALTERNATES

* 1. Each General Bidder shall acknowledge Alternates by entering the dollar amount and selecting the “Add” or “Subtract” radio button necessitated by each Alternate listed in the corresponding space on the electronic Bid Form on [www.Projectdog.com](http://www.Projectdog.com).
	2. General Bidders shall enter a single amount for each Alternate the amount for work performed by the General Contractor.
	3. In the event an Alternate does not involve a change in dollar value, the Bidder shall so indicate by typing **“0”** for the dollar value of that Alternate and by selecting the “Add” radio button in the corresponding space on the electronic Bid Form.
	4. The Low Bidder will be determined on the basis of the sum of the quote and the accepted alternates.

# ARTICLE 7 - WITHDRAWAL OF QUOTES

# 7.1 Before Opening of Quotes

**7.1.1** Any quote may be withdrawn (retracted) prior to the time designated for receipt of bids upon clicking the “Retract My E-Bid” link. Upon retracting, the Bidder will receive a convenience email for informational purposes only. Bidders are encouraged to contact Projectdog, Inc. at 978.499.9014 if an email is not received. It is the Bidder’s responsibility to review and confirm online that their bid has been Submitted and/or Retracted successfully.

**7.1.2** Withdrawn quotes may be resubmitted up to the time designated for the receipt of Quotes.

# 7.2 After Opening of Quotes

**7.2.1** Bidders may withdraw Quotes, without penalty, any time up to the time of Award as defined in paragraph 8.1, and upon demonstrating, to the satisfaction of the Housing Authority, that a bona fide clerical error was made during the preparation of the Quote.

**7.3** In the event of a Quotes Withdrawal after Opening of Quotes, the Housing Authority shall consider the Quote from next lowest eligible and responsible bidder.

# ARTICLE 8 - CONTRACT AWARD

**8.1** **Award** means both the determination and selection of the responsible person offering to perform the contract at the lowest price by the Owner.

**8.2** As used herein, the term “responsible” shall mean the person:

 **8.2.1** Who demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of M.G.L. c.149 (44)(d)

 **8.2.2** who shall certify, 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; and

**8.2.3** who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

**8.2.4** who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and

**8.2.5** who is not debarred from bidding under M.G.L. c.l49 §44C.

**8.3** The Housing Authority reserves the right to waive any informalities in or to reject any or all Quotes if it be in the public interest to do so.

**8.4** The Owner will award the contract to the lowest responsible bidder within thirty days, Saturdays, Sundays, and legal holidays excluded, after the opening of quotes.

**8.5** Bidder’s Attention is directed to 01.11.30 for any additional criteria that may be a condition of Award of this project.

# ARTICLE 9 - FORMS REQUIRED FOR CONTRACT APPROVAL

**9.1** Upon Award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the selected Bidder by the Owner. Submit (3) originals of each.

**.1 Owner-Contractor Agreement**

**.2 Certificate of Corporate Vote of Authorization (if Applicable).**

**.3 Contractor's Equal Employment Certification** in accordance with Section 00.73.36 General Conditions of the Project Manual.

**.4 FOR PROJECTS with a bid/contract cost exceeding $25,000: Form of Performance Bond and Form (00.61.13) and Form of Payment Bond (00.61.16)** must be submitted by the General Contractor on DHCD's form, in accordance with the General Conditions. The dates on the bonds must coincide with the contract date, and a current Power-of-Attorney must be attached to each bond.

**9.2 Insurance Certificates** for the coverage required by Article 9 of the General Provisions must be submitted prior to contract validation.

# ARTICLE 10 - CONTRACT VALIDATION

**10.1** The Notice to Proceed for construction shall not be issued until the Owner/Contractor Agreement has been executed by the Contractor and the Awarding Authority.

**10.2** Incomplete or unacceptable submissions of forms required by paragraphs **9.1 - 9.2** will delay the execution of the Owner/Contractor Agreement by the Awarding Authority.

# END OF INSTRUCTIONS TO BIDDERS

# 00.21.30

**FORM FOR QUOTES**

**TO THE AWARDING AUTHORITY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Housing Authority & DHCD FISH #(xxxxxx)\_

1. The undersigned proposes to comply with all terms and conditions and furnish all labor and materials required to successfully complete the attached scope of work for the contract price specified below, subject to additions and deductions according to the terms of the specifications for the proposed contract price of:

 dollars ($ )

For Alternates: No. ­­­\_\_\_\_ Add $ \_\_\_\_\_\_\_\_\_\_\_

 No. \_\_\_\_ Add$ \_\_\_\_\_\_\_\_\_\_\_

 No. \_\_\_\_ Add$ \_\_\_\_\_\_\_\_\_\_\_

 No. \_\_\_\_ Add$ \_\_\_\_\_\_\_\_\_\_\_

 No. \_\_\_\_ Add$ \_\_\_\_\_\_\_\_\_\_\_

1. This Quote includes Addendum No(s). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. 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; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that they will comply fully with all laws and regulations applicable to awards made subject to MGL. c.30 sec.39M.
3. 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. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said 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.
4. Pursuant to M.G.L. c.62(c) §49(a), the individual signing this document 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.

|  |  |
| --- | --- |
| **Date:**   | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_****Name of Bidder****By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Signature + Title of person signing Quote****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Business Address****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****City and State**. |

BIDDER’S CHECKLIST

**This Check List is Not Part of the Form for Quote!**

**This Form Does Not have to be submitted with a Quote!**

**To ensure that your bids are acceptable to the awarding authority and DHCD, and are not rejected due to mistakes, we are providing this Checklist for your convenience. It does not have to be included with a quote. If this checklist is submitted it is an informality that will not void the bid.**

# ALL BIDDERS

❑ 1. Have you used the appropriate quote form provided for this specific development?

❑ 2. Have you properly identified the development, architect (engineer), etc., on your quote form?

❑ 3. Do your quote amounts, as expressed in figures and words, coincide? The amount expressed in words shall control.

❑ 4. Have you added any information not called for, or acknowledged an addendum or alternate that does not exist, which would make your bid conditional or obscure, and lead to a bid protest?

❑ 5. Is your Quote Form **SIGNED** and dated?

❑ 6. **Bid Deposits are not required.**

❑ 7. **For BIDS/CONTRACTS exceeding $25,000:** **100% Performance and Payment Bonds are REQUIRED**

❑ 8. Have you acknowledged every alternate if applicable to this project?

❑ 9. If an alternate price is requested and you estimate that there is no change in price, did you indicate by typing **"0"** and selecting the **"Add"** radio button**?**

**Leaving this space blank, on your quote form, when alternates are requested,**

**may lead to rejection of your quote.**

❑ 10. Have you acknowledged all addenda issued, and followed the instructions contained therein?

**This checklist is provided as guidance and assistance to bidders to avoid technical mistakes resulting in rejection of a quote. The full comprehensive instructions are located in section 00.21.30 Instructions to Bidders.**

**This in no way changes, affects, or supersedes the provisions set-forth in MGL c.30 §39m or any other sections or provisions contained in the contract documents.**

**This form does not have to be submitted**

## BIDDERS 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. The Authority reserves the right to contact references not listed above. The Bidder will be given the opportunity to explain any unfavorable references received from such outreach.

###### OWNER-CONTRACTOR AGREEMENT

Commonwealth of Massachusetts

Department of Housing and Community Development

## This agreement made the \_\_\_day of \_\_\_\_\_\_\_20\_\_\_ by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Housing Authority

 **Month City or Town Name of Housing Authority**

hereinafter called the "Owner", and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter called the "Contractor.

**Name of Contractor**

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

**Article 1. Scope of Work:**

The Contractor shall perform all Work required by the Contract Documents for

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ prepared by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_acting as and

**Description of Work** **Name of Architect or Engineer**

referred to in the Contract Documents as the "Architect/Engineer".

**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 300\_ **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 Sum in Words Amount in Numbers**

**Article 4. Alternates:**

The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: Alternate No(s): and total cost for accepted Alternates $ .

**Article 5. 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 Public Notification for Quotes, 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, DHCD publication known as the Construction Handbook, 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 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.*

 **1CONTRACTOR 2AWARDING AUTHORITY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Name of Contractor Name of Housing Authority**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Address Address**

**By**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Signature Signature & Seal**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TitleTitle**

**Witness**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Attest**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **1** If a Corporation, attach a notarized copy of the **2** If signed by someone other than a Housing Authority Board

 Corporate Vote authorizing signatory to sign Contract. member, attach a copy of Certified Board Vote authorizing the

 signatory to sign Contract.

**CERTIFICATE OF CORPORATE VOTE OF AUTHORIZATION**

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

**I hereby certify** that a meeting of the Board of Directors of the:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Corporation

duly called and held at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_\_\_\_\_ 20\_\_\_\_

at which a quorum was present and acting, it was voted that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Corporate Officer

of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, be and hereby is authorized to execute and deliver

 Name of Corporation

for and on behalf of the Corporation, a Contract with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Housing Authority, for

work to be done at State-Aided Housing Development No. \_\_\_\_\_ in the City/Town of \_\_\_\_\_\_\_\_\_

And to act as principal to execute bonds in connection therewith, which Contract and Bonds were

presented to and made part of the records of said meeting.

I further certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is duly qualified and acting

 Name of Corporate Officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Corporation and that said vote has not been repealed,

 Title

rescinded or amended.

**A true copy of the record,**

 **ATTEST:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(CORPORATE SEAL)**

On this \_\_\_ day of \_\_\_\_\_\_\_\_\_ 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

 BOND NO. \_\_\_\_\_\_\_\_\_\_

PERFORMANCE BOND

**Commonwealth of Massachusetts**

**Department of Housing and Community Development**

**KNOW ALL MEN BY THESE PRESENTS:**

That we,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** as **Principal**, and

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as **Surety**,

are held and firmly bound unto the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **HOUSING AUTHORITY**, as **Obligee**,

in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**dollars ($**\_\_\_\_\_\_\_\_\_\_\_\_\_**)**

to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the said **Principal** has made a contract with the **Obligee,** bearing the date of \_\_\_\_\_\_ , **20**\_\_

for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_, Massachusetts.

 Project Title

**NOW,** the condition of this obligation is such that if the **Principal** and all Subcontractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the **Surety,** and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

**IN THE EVENT**, that the contract is abandoned by the **Principal**, or in the event that the Obligee, under the provisions of Article 19 of the General Conditions of said contract terminates the employment of the **Principal** or the authority of the **Principal** to continue the work, said **Surety** hereby further agrees that said **Surety** shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

**IN WITNESS WHEREOF**, the **Principal** and **Surety** have hereunto set their hands and seals this:

\_\_\_\_\_\_\_Day of \_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_

**PRINCIPAL** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **SURETY** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 **Seal Attorney-in Fact**

 **Attest:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Attest:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| The rate for this bond is  | **\_\_\_\_\_%** | for the first  | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | and | **\_\_\_\_%** | for the next | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| The total premium for this bond is  | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |  |  |

BOND NO. \_\_\_\_\_\_\_\_\_\_

PAYMENT BOND

**Commonwealth of Massachusetts**

**Department of Housing and Community Development**

**KNOW ALL MEN BY THESE PRESENTS:**

That we,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** as **Principal**, and

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as **Surety**,

are held and firmly bound unto the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **HOUSING AUTHORITY**, as **Obligee**,

in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**dollars ($**\_\_\_\_\_\_\_\_\_\_\_\_\_**)**

to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the said **Principal** has made a contract with the **Obligee,** bearing the date of \_\_\_\_\_\_, **20**\_\_

for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_, Massachusetts.

 **Project Title**

**NOW** the conditions of this obligation are such that if the **Principal** and all subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149 §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

**IN WITNESS WHEREOF**, the **Principal** and **Surety** have hereunto set their hands and seals this:

\_\_\_\_\_\_\_Day of \_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_

**PRINCIPAL** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **SURETY** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 **Seal Attorney-in Fact**

 **Attest:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Attest:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| The rate for this bond is  | **\_\_\_\_\_%** | for the first  | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | and | **\_\_\_\_%** | for the next | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| The total premium for this bond is  | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |  |  |

**GENERAL CONDITIONS OF THE CONTRACT – SITE WORK**

**FOR MGL c.30 §39M PROJECTS $10,000-$50,000**

**ARTICLE 1 GENERAL PROVISIONS**

**1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Owner‑Contractor Agreement, Advertisement, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contract, Specifications, Drawings, all addenda issued prior to execution of the Contract, DHCD publication known as the [Construction Handbook](http://www.mass.gov/hed/housing/ph-mod/construction-handbook-with-forms.html), , and other documents listed in the Agreement and Modifications issued after execution of the Contract.

**1.2 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

**1.3 THE CONSTRUCTION HANDBOOK**

The [Construction Handbook](http://www.mass.gov/hed/housing/ph-mod/construction-handbook-with-forms.html) is published by and available, free of charge, from the Department. It outlines the procedures that the Contractor, Owner, Architect/Engineer, and Department shall follow during the construction of the Work. The most recent version, at the time of bid opening, of the [Construction Handbook](http://www.mass.gov/hed/housing/ph-mod/construction-handbook-with-forms.html) is incorporated by reference into the Contract Documents.

**ARTICLE 2 OWNER**

**2.1 OWNER**

The term "Owner" sometimes also referred to as the "Awarding Authority" or "Authority" means the Housing Authority identified in the Owner-Contractor Agreement, organized and existing under the provisions of M.G.L. c.121B.

**2.2 BIDDER**

The terms "Quote(s)", "Bid(s)" or "Bidder(s)" shall mean the person or firm from which prices have been submitted to the Owner for the work identified in these documents.

**ARTICLE 3 DEPARTMENT**

**3.1** The term "Department" means the Commonwealth of Massachusetts, Department of Housing and Community Development.

**3.2** The term "Construction Advisor" means the person who may be designated by the Administrator to assist the Owner with the Administration of the Contract.

**3.3 PROJECT FUNDING**

The Work under this Contract is funded wholly or in part by the Commonwealth of Massachusetts through the Department pursuant to a Contract for Financial Assistance between the Department and the Owner.

**ARTICLE 4 CONTRACTOR**

**4.1** The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

**4.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

**4.2.2** Unless otherwise required by the Contract Documents, or directed in writing by the Owner, Work shall be done during regular working hours. However, if the Contractor desires to carry on the Work outside of regular working hours or on Saturdays, Sundays, or Massachusetts holidays it shall allow ample time to enable satisfactory arrangements to be made for inspecting Work in progress and shall bear the costs of such inspection. The Owner shall bill the Contractor directly for such costs.

**4.2.3 SUPERINTENDENT**

**4.2.3.1** The Contractor shall employ a Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Superintendent shall attend each job meeting.

**4.2.3.2** The Superintendent shall be a competent and responsible employee, satisfactory to the Owner, who is regularly employed by the Contractor and is designated by the Contractor as its representative to be in full time attendance at the Project site throughout the construction of the Work. The Superintendent shall be responsible for coordinating all the Work of the Contractor and the Subcontractors. The Superintendent shall be licensed consistent with the Massachusetts Building Code. The Superintendent's resume shall be submitted to the Owner prior to commencement of construction and must demonstrate to the Owner's reasonable satisfaction that the Superintendent has performed similar duties on previous construction projects similar to the Project.

**4.3 SALES TAX EXEMPTION AND OTHER TAXES**

**4.3.1** 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.

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

**4.4 PERMITS, FEES, AND NOTICES**

**4.4.1** The Contractor shall secure and pay for any and all permits. The Contractor shall secure and pay for all licenses, and other fees required for the proper execution of the Work. The Contractor shall coordinate all efforts required to obtain these permits including having the permit issued in the name of the Contractor.

**4.4.2** 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.

**4.4.3** 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.

**4.5 SAFETY REQUIREMENTS**

The Contractor must comply with all Federal, State, and local safety laws and regulations applicable to work performed under this Contract.

**4.6 PREVAILING WAGE RATES AND LABOR REGULATIONS**

**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.

**4.6.2** 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/Engineer, or any agency having jurisdiction.

**4.6.3** 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.

**4.6.4** The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to employees on the Contract exceeds the rates listed on the Schedule**.**

**4.6.5 WAGE RATE REPORTING**

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

.2 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.

**4.6.6 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.

**4.6.7 EMPLOYEE OSHA SAFETY TRAINING**

.1 All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training.

.2 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).

**ARTICLE 5 CONTRACT ADMINISTRATION**

**5.1 PRECONSTRUCTION CONFERENCE**

Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner, to discuss and develop mutual understandings relative to administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

**5.2 REJECTION OF DEFECTIVE MATERIALS AND WORK**

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

**ARTICLE 6 CHANGES IN THE WORK**

**6.1** Changes in the Contract Sum shall be calculated in accordance with one or a combination of the following methods, as determined by the Architect:

**.1** Lump sum basis, provided the lump sum amount shall include the estimated cost of the change, broken down by Items **a** through **i** in the following Subparagraph **.3.**

**.2** Unit price basis, to be adjusted in accordance with contract unit prices, or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment.

**.3** Time and materials basis, on a not-to-exceed predetermined upset amount determined by the Architect, to be subsequently adjusted on the basis of the Contractor's actual costs based on the following items **a** though **i**:

**a.** Cost of labor at the rates found elsewhere in this document, including foremen;

**b.** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

**c.** Rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others.

**d.** A percent of the net increase or decrease of Item **a** to cover Worker's Compensation, F.I.C.A., and unemployment contributions.

**e.** The percentage for Worker's Compensation in Item **d** above shall not exceed the standard manual rate for the involved trade, as set by the Worker's Compensation Rating and Inspection Bureau of Massachusetts. This rate shall not include any surcharges such as experience modifications and all risk factor adjustment programs, etc.

**f.** For work performed by the Contractor's own forces, there shall be added an amount of 15% of items **a - d** for overhead, superintendence, and profit.

**g.** For work performed by any Subcontractor, there shall be added an amount of 15% of the Subcontractor's costs for Items **a - d** for the Subcontractor's overhead, superintendence and profit. The Contractor shall be entitled to an additional 10% mark-up on the total amount of the Subcontractor's price as compensation for assuming full responsibility and supervision for the Subcontractor's work.

**h.** Actual increases in the premium costs for performance and payment bonds required of the Contractor, provided there will be an appropriate credit for reduced premiums for a credit change order.

**i.** On any change in the Contract Sum that involves a credit, the amount of the credit will not include an overhead and profit factor, however, the credit will include an amount for item **d**. which shall not be less than 25% of item **a**.

**6.2** The method provided in Subparagraph 8.3.1, for compensating the Contractor and Subcontractors for changes in the Work, shall be considered to adequately compensate the Contractor and Subcontractors for any and all costs directly, indirectly, or consequentially related to, or caused by, such change in the work.

**ARTICLE 7 PAYMENTS**

**7.1 CONTRACT SUM**

The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**7.2 APPLICATIONS FOR PAYMENT**

**7.2.1** Once each month, on a date established at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

**7.2.2** The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.

**7.2.3** The Owner may make changes in any application for payment submitted by the Contractor for:

.1 Retention based on the value of its claims against the Contractor,

**.2** Retention of 5% of the approved amount of the Application for Payment.

**7.3 FINAL PAYMENT**

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

**ARTICLE 8 GUARANTY AND WARRANTY**

**8.1 WARRANTY**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment furnished. The Owner reserves the right to reject said substituted materials even after requesting evidence.

**8.2 GENERAL GUARANTY**

If at any time during the period of one (1) year from the date of the Substantial Completion the Work to be performed under this Contract, or any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make said repairs or replacements. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items oparaf work completed after substantial completion, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

**ARTICLE 9 INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed in subparagraphs 9.1 - 9.6. 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.

**9.1 WORKERS’ COMPENSATION and EMPLOYERS LIABILITY**

 Workers’ Compensation: Coverage A Per G.L. c149 §34 and c152, as amended.

 Employer's liability: Coverage B $500,000 Bodily Injury by Accident each accident

 $500,000 Bodily Injury by Disease each employee

 $500,000 Bodily Injury by Disease policy limit

**9.2 COMMERCIAL GENERAL LIABILITY**

Contractor shall provide to the Owner the “Commercial General Liability” policy form CG0001, or the exact equivalent with the limits of no less than:

Each Occurrence $1,000,000

General Aggregate $1,000,000

Products-Completed Operations Aggregate $1,000,000

Personal Injury & Advertising Injury $1,000,000

Damages to Premises Rented by You-

Not Specified Medical Expenses $5,000

Additional insured coverage for the Commercial General Liability policy should apply to both ongoing and completed operations with endorsements at least as broad as forms CG2010 0413, CG2038 0423 and CG2037 0412.

**9.3 AUTOMOBILE LIABILITY**

Contractor shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA0001, or the exact equivalent. If contractor owns no vehicles, this requirement may be met through a non-owned endorsement to the Commercial General Liability.

Bodily Injury $500,000 each person

 $1,000,000 each accident

Property Damage $500,000 each accident

 or

 $1,000,000 combined single limit

**9.4 OWNER AS CO‑INSURED**

The Owner, the Department and where applicable, the Owner’s Regional Capital Assistance Team (RCAT) as described in G.L. 121B, §26C or other agent, shall be named as additional insured on the Contractor's liability policies. Coverage should apply on a primary and non-contributory basis.

**9.5 CERTIFICATES OF INSURANCE, POLICIES**

**9.5.1** The Contractor shall not commence work on this contract until proof of compliance with this article has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the Contractual Liability Coverage is in force.

**9.5.2** The Contractor shall file the original and one certified copy of all policies with the Owner within sixty days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

**9.6 CANCELLATION**

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**ARTICLE 10 INDEMNIFICATION**

**10.1** The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work and shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract.

**10.2** The Contractor shall assume the defense of, and indemnify and save harmless the Owner, the Department, the Owner’s Regional Capital Assistance Team (RCAT) as described in M.G.L. 121B, §26C or other agent, from all claims:

**.1** relating to labor performed or furnished and materials used or employed for the Work;

**.2** to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner;

**.3** to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the Work, or in consequence of any improper materials, implements or labor used or employed therein;

**.4** and to any act, omission or neglect of the Contractor and any employees therein.

**ARTICLE 11 PERFORMANCE AND PAYMENT BONDS**

**11.1 CONTRACTOR BONDS**

**11.1.1** For Contracts exceeding $25,000, the Contractor shall provide the Owner with a 100% performance and payment (labor and materials) bonds in the form provided by the Department, executed by a surety licensed by the Commonwealth's Division of Insurance. Each such bond shall be in the amount of the Contract Sum.

**11.1.2** If at any time prior to final payment to the Contractor, the Surety:

**.1** is adjudged bankrupt or has made a general assignment for the benefit of its creditors;

**.2** has liquidated all assets and has made a general assignment for the benefit of its creditors;

**.3** is placed in receivership;

**.4** otherwise petitions a state or federal court for protection from its creditors; or

**.5** allows its license to do business in Massachusetts to lapse or be revoked;

the Contractor shall, within 21 days of any such action listed above, provide the Owner with new performance and payment bonds as described in Paragraph 11.1.1. Such bonds shall be provided solely at the Contractor's expense.

**ARTICLE 12 MISCELLANEOUS REQUIREMENTS AND EXECUTIVE ORDERS**

**12.1** The Contractor shall comply with the provisions of EPA Regulation 40 CFR 745 (if applicable); M.G.L. c.151B; Executive Order 526, Order regarding Non-Discrimination, Diversity, Equal Opportunity, and Affirmative Action; pertaining to minority and women owned business enterprises and Executive Order 481, prohibiting the use of undocumented workers on state contracts and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, regulations and any amendments are incorporated herein by reference and made a part of this Contract.

**12.2 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."

**ARTICLE 13 TERMINATION**

**13.1 TERMINATION FOR CAUSE**

**13.1.1** The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

**.1** The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.

**.2** A receiver has been appointed of the Contractor's property.

**.3** All or a part of the Work has been abandoned.

**.4** The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract Documents.

**.5** The Owner has determined that the rate of progress required on the project is not being met.

**.6** The Contractor has substantially violated any provisions of this Contract.

**13.1.3** The Owner may complete the work, or any part thereof, and charge its expense of so completing the work or part thereof, to the Contractor.

**13.1.4** The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

**13.3 TERMINATION ‑ NO FAULT**

**13.3.1** In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 13.1, the Contractor shall be compensated for its costs incurred, including reasonable costs of de‑mobilization, calculated on a percent completion basis covering the period of time between the last approved application for payment and the date of termination.

**13.3.2** Payment by the Owner pursuant to Subparagraph 13.3.1 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

**END OF GENERAL CONDITIONS
00.72.30**

**SECTION 00.73.36**

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

1. **DEFINITIONS**

For purposes of this Section 00.73.36, the following additional definitions shall apply:

**A.** "Minority" means a person who meets one or more of the following definitions:

**(1.)** American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.

**(2.)** Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but Not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.

**(3.)** Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.

**(4.)** Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.

**(5.)** Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

**B.** "Commission" or "MCAD" means the Massachusetts Commission against Discrimination.

**C.** "E.E.O. Officer" or Equal Employment Opportunity Officer means those persons designated by the Contractor, the Owner, or any other agency or party having jurisdiction under this contract, that serve in a capacity to implement this Section.

**2. CONDITIONS**

**A.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap, 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.

**B.** The Contractor shall post notices provided by the Commission, in conspicuous places, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

**C.** 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, handicap, 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.

**D.** The Contractor shall 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.

**E.** The Commission and a designee of the Owner shall have access to the construction site and all applicable records of the Contractor and Subcontractors.

**F.** The Contractor's EEO Certificate must be signed by the low general and all filed sub-bidders as a condition of Contract validation by the Department.

**3. MINORITY GOAL MINIMUM MINORITY PERCENTAGES**

1. Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein

The participation goals for this project shall be 15.3% for minorities and 6.9% for women.

1. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.
2. Such job categories shall include but not be limited to those "Classes of Work" enumerated in M.G.L. c.149 §44F and for trades covered by Item 1 of the Contractor's bid.
3. These percentages shall apply to the Contractor and to all Subcontractors, regardless of tier, for all on-site Work.

**4. REFERRALS**

**A.** 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 Department or the Commission; and traditional referral methods utilized by the construction industry, where such referrals are needed to meet minority hiring requirements. The Contractor shall keep accurate records of such requests for referrals.

**B.** Records of employment referral orders, prepared by the Contractor, shall be made available to the Owner and to the Department upon request.

**5. EEO WORK FORCE REPORTING PROCEDURES**

* 1. The Contractor shall provide the following information to the Owner on copies of the forms found at the end of this Section.
		1. **Weekly Manpower Reports 00.73.36.04:** The Contractor shall prepare a report after each week of activity, reflecting the actual working hours of all personnel identified as minority or non-minority.
			1. This report shall be received by the Owner no later than the Friday following the week reported.
			2. Failure to provide information shall result in sanctions as provided in this section.

**6. COMPLIANCE - REPORTS AND INFORMATION**

**A**. The Contractor shall provide all information and reports required by the Owner or the Department and will permit access to its facilities and to any books, records, accounts and other sources of information which may be determined by the Owner or the Department to affect the employment of personnel. 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 Owner or the Department as appropriate and shall set forth what efforts have been made to obtain the information.

**7. COMPLIANCE - INVESTIGATIONS**

**A.** Whenever the Owner's EEO Officer, the MCAD, or the Department believes the Contractor may not be operating in compliance with the terms of these requirements, the Department shall conduct an investigation, and may confer with the parties, to verify such allegations. The Department shall not initiate an investigation without prior notice to the Contractor.

**B.** If the Department finds the Contractor in non-compliance, it shall make a preliminary report, and notify the Contractor in writing of the steps necessary to bring such Contractor into compliance. A copy of this report shall be sent to the Department's Affirmative Action Officer.

**8. COMPLIANCE - DEPARTMENT - AFFIRMATIVE ACTION INVESTIGATION**

**A.** If the Contractor fails or refuses to fully perform the steps necessary to achieve compliance, the Department shall make a report of non-compliance to the Department's Affirmative Action Officer, who will then conduct an investigation.

**B.** Should the Department's Affirmative Action Officer find the Contractor in non‑compliance a final report recommending the imposition of one or more of the sanctions listed below shall be issued.

**C.** Within fifteen (15) days of said report the Department shall, after due notice and giving the Contractor an opportunity to respond, move to impose one or more of the following sanctions to attain compliance.

**D.** If the Department's Affirmative Action Office believes the Contractor has taken or is taking every possible measure to achieve compliance, a report shall show the Contractor is in compliance.

**9. SANCTIONS**

**A.** For each week that the Contractor fails or refuses to comply, the Department may recover from the Contractor, 1/100 of 1% of the original Contract Sum or $1000 whichever sum is greater, in the nature of liquidated damages.

**B.** If a Subcontractor is in non‑compliance, the Department may recover from the Contractor, 1/10 of 1% of the Subcontract Sum, or $400 whichever sum is greater, in the nature of liquidated damages, to be assessed by the Contractor as a back charge against the Subcontractor for each week that Subcontractor fails or refuses to comply.

**C.** The Owner may suspend part or all of any payment due under the contract until such time as the Contractor or any Subcontractor is able to demonstrate compliance with the terms of the Contract;

**D.** The Owner may terminate, or cancel part or all of the Contract, in accordance with the provisions of Article 19 of the General Conditions, unless the Contractor or any Subcontractor is able to demonstrate, within a specified time, compliance with the terms of the Contract.

**E.** The Contractor may request the Department and Owner to suspend the sanctions conditionally. Whereupon the Department shall investigate corrective measures taken by the Contractor and shall either lift or re-impose the sanctions.

**10. SEVERABILITY**

**A**. 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 of the Contract.

**END OF EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**00.73.36**

#### FORM OF CONTRACTOR'S EQUAL EMPLOYMENT CERTIFICATION

Commonwealth of Massachusetts

Department of Housing and Community Development

**This form must be completed and submitted by the Contractor prior to the signing of the Owner-Contractor Agreement.**

**This certifies that:**

|  |
| --- |
|  |
| **Contractor** |
|  |
| **Street Address** |
|  |
| City/State/Zip Code |

**1.** Intends to use the following listed construction trades in the work under this contract:

|  |
| --- |
|  |
|  |
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|  |

**2.** Will comply with the minority manpower ratio and specific affirmative action steps contained in Section 00.73.36 of this Contract; and

**3.** Will obtain similar certifications from each of its subcontractors and submit to the Owner prior to the award of any subcontract under this contract the subcontractor’s certification.

|  |
| --- |
|  |
| **Signature of authorized Representative of Contractor** |
|  |
| **Name and Title** |
|  |
| **Date** |

 *Massachusetts Department of*


##  Housing and Community Development

EEO CONTRACTOR'S WEEKLY MANPOWER REPORT

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Housing Authority | Development No.  |  | Contract Amount $ |  |
| General Contractor:  |  | **Minority** Participation Goal **15.3%** | **Women** Participation Goal **6.9%** |
| Name of Contractor Filing Report:  |  | Trade(s): |  |
| Week Ending: |  | Report No.:  |  | ❑ Check Here if you are a non-filed Subcontractor  |
| ❑ Check Here if this is a Final Report | Date Work Began:  |  | Date Work Completed |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Job Category** | **# of Employees** | **Weekly Total Manhours** | **Total Manhours to Date** | **# of Minorities** | **Weekly Total Minority Manhours** | **Weekly % Minority Manhours** | **# of Women** | **Weekly Total Women Manhours** | **Weekly % Women Manhours** | **Total Manhours to Date** | **Total Minority Manhours to Date** | **% of Minority Manhours to Date** | **Total Women Manhours to Date** | **% of Women Manhours to Date** |
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Mail Reports to: Awarding Authority Prepared by:

 Title:

Date: 20

**SECTION 00.73.43**

**PREVAILING WAGES and LABOR REGULATIONS**

1. **PREVAILING WAGE RATES**
	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.
	2. 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.
	3. 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.
2. **WAGE RATE REPORTING**
	1. The Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with MGL c.149 §§26 - 27H.
	2. 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.
	3. [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
	4. [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
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.

1. **EMPLOYEE OSHA SAFETY TRAINING**
	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.
	2. 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).

**INSERT WAGE RATES OBTAINED FROM**

**Department of Labor, Division of Occupational Safety**

**END OF PREVAILING WAGE AND LABOR REGULATION**

**00.73.43**

SECTION 01.11.30

SUMMARY OF WORK

***Add Sections or Paragraphs as Needed to Properly Administer the Project***

**1.01 GENERAL SCOPE OF THE WORK**

1. The Work of the Contract consists of:
	1. ***Provide a Narrative Description of the Project***
	2. **Materials** – [***Example: Bituminous Concrete and any material needed to assist in grading designated area].***
	3. Work either shown on the Drawings or included in the specifications unless specifically indicated not to be done**.**
	4. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
	5. Providing and restoring, where appropriate, all temporary facilities.
2. Execution of Work: Work to be performed in timely and workmanlike fashion. Site must be cleaned up daily with access needed for overnight.
3. Warranties/Guaranties: ***[Example: All installed Bituminous Concrete] must be free of any abnormalities, cracking and puddling for 1 year.]***

**1.02 TIME OF COMPLETION**

1. 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.

**1.03 PREVAILING WAGE RATES AND OSHA SAFETY TRAINING**

**A**. Bidders shall include in their bid wages calculated from the wage rates established by the Massachusetts Department of Labor and Workforce Development and subject to M.G.L. c.149 §26 to 27H inclusive. A list of the wage rates for this project can be found at the end of this section

**B**. 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). This certification must be submitted with the payroll certifications require by paragraph A. above.

**1.04 COORDINATION OF WORK**

***(Revise this section as necessary.***

***Describe special circumstances unique to this project.)***

1. List and material or equipment to be furnished by the Owner.
2. Notification to Residents will be handled by housing authority staff.
3. ***Include additional coordination if required.***

**1.05 CONDUCT OF THE WORK**

***If you will require special hours list them in this section.***

**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 8:30 A.M. and 3:30 P.M. on Monday through Friday. No work is to be done on holidays, Saturdays, or Sundays other than for emergencies**.**

**1.06 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.

**C.** The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to insure that the area within the contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.

**D**. ***add additional items as necessary.***

**1.07 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 a 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**.**

**C.** Temporary Toilets – Contractor shall provide and service an adequate number of toilet booths with chemical type toilets erected in a location approved by the Owner.

**D.** ***add additional facilities as necessary.***

**1.08 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.

**D.** ***add additional items as necessary.***

**END OF SUMMARY OF WORK**

**01.11.30**

**SECTION 01.22.00**

**UNIT PRICES*Due to numerous procurement problems DHCD no longer recommends bidding Lump Sum Contracts while asking for Bidders to provide Unit Prices with their Bids***

1. ***Whenever possible clearly delineate work covered by the base contract on the plans***

***Bidders are entitled to a reasonable expectation as to what they are bidding on and what they will find when they begin work.***

***Designers cannot use Unit Prices to conduct forensic investigation during construction. That kind of investigation should be accomplished during the Design Phase and using the best available skill and ability it is the Designer’s responsibility to incorporate the Designers findings into the Scope of Work Prior to Bidding.***

* 1. **GENERAL PROVISIONS**

The Unit Prices for items set forth in this section shall be used to determine adjustments to the Contract Sum when changes in the Work involving said items are made in accordance with Article 8 of the General Conditions and other sections of the Contract Documents.

**1.02 REQUIREMENTS**

* 1. Unit Prices listed under ADDITIONS have been computed to include net cost plus overhead, profit, and bond and all other charges required to complete the work item.
	2. Unit Prices listed under DEDUCTIONS have been computed at the net cost alone.
	3. Unit Prices net cost include the cost of all labor, materials, equipment, disposal, and all other costs required to complete the work item.
	4. Unit Prices shall apply until the date of Contract Completion established at the time of the Notice to Proceed. If the date of Contract Completion has been modified by Change Order, Unit Prices may be adjusted at the discretion of the Department.
	5. Unit Prices for excavation include the costs of sheeting and bracing, pumping and dewatering, and all other related costs. Excavation quantities shall be measured as compacted in place at maximum dry density.
	6. Materials, methods of installation, and definitions of terms set forth under the various Unit Price items in the Schedule of Unit Prices shall be as indicated in the Contract Documents.

**1.03 APPLICABILITY OF UNIT PRICES**

* 1. The payment lines (when applicable) shall be as indicated in the Contract Documents.
	2. Prior to commencing removal or placement of materials set forth in the Schedule of Unit Prices, the Contractor shall notify the Architect in sufficient time to permit proper measurements to be taken on behalf of the Owner. Only quantities which have been approved in writing by the Architect will be considered in the determination of adjustments to the Contract Sum.
	3. Performance of Work which is not required under the Contract Documents or which is not authorized by Change Order, whether or not such Work item is set forth hereunder as a Unit Price item, shall not be considered cause for extra payment. The Contractor will be held fully responsible for such unauthorized work, including the performance of all corrective measures required by the Architect.
	4. ***Be clear when describing the work included or covered by a Unit Price. Does the additional work involve work in a concentrated area or is the work dispersed over a large job site.***

***For example, the cost to complete additional masonry repointing may vary greatly if the work is all in one area close to the ground as opposed being spread out in small areas over the face of a large building***

***Attach a Schedule of Unit Prices Here***

**SECTION 01.22.00 - SCHEDULE OF UNIT PRICES**

**DESCRIPTION UNIT PRICES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Provide a clear, concise & complete description of the work included in each unit price item. Base Bid Quantity:-- |  | $ for Add |  | $ for Deduct |
| Description Base Bid Quantity:-- | Add | $ for Add | Deduct | $ for Deduct |
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**END OF UNIT PRICES**

**01.22.00**

**SECTION 01.23.00**

**ALTERNATES**

**1.01 SCOPE OF THE WORK**

* 1. This Section lists the Alternates which appear in the Contract Documents. Consult the individual sections of the detailed requirements of each Alternate.
	2. Bid prices for each Alternate shall include overhead, profit, and all other expenses incidental to the Work under each Alternate.
	3. The Contractor and Subcontractors shall be responsible for examining the scope of each Alternate generally defined herein and for recognizing modifications to the Work caused by the Alternates and including the cost thereof in the bid price.
	4. The Contractor’s alternate amount shall include the net change in cost to perform all of the work described in the Alternate.
	5. **ALTERNATE NO. 1**
1. Provide a clear, concise and complete description for each Alternate. The Form for General Bid must include a line item for each Alternate listed.
	1. **ALTERNATE NO. 2**
2. Description…

***Note to Designer:***

* ***Clearly define the scope of each Alternate and list the specification sections affected. Carefully review each alternate to be sure all affected sections are listed.***
* ***Indicate which drawings show work affected by the Alternates***

***❑ Alternates must be selected in numerical order (MGL c 149)***

* ***Once an Alternate is rejected all subsequent Alternates must be rejected. –***

***You must accept #1 and #2 before you can accept #3 - and so on... .***

***Carefully describe Alternates so that the Owner will not be in a position of accepting or deleting work included in an Alternate that must be done to complete the project.***

***❑ Be sure Alternates are comprehensive enough to not overlook required items that might have to be added by change order.***

***❑ DO Not use Alternates to add a field sub-trade that requires a filed sub-bid when there is no work for that sub-trade in the base bid. It causes to much confusion.***

***ALTERNATES ARE NOT RECOMMENDED ON UNIT PRICE BID JOBS.***

***❑ Defining alternates as Add or Deducts is generally better left up to the bidders. Designing an Alternate to be an add may in fact actually result in a deduct if work is being added and deleted as part of the Alternative.***

**END OF ALTERNATES**

 **01.23.00**