DHCD CONSTRUCTION HANDBOOK

A GUIDE FOR MODERNIZATION AND DEVELOPMENT OF STATE-AIDED PUBLIC HOUSING

AUGUST 2016

Massachusetts Department of

Housing and Community Development





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PREFACE

The Department of Housing & Community Development, Construction Management Unit, is pleased to make this April 2013 edition of the *CONSTRUCTION HANDBOOK* available to you. The April 2013 edition represents recent efforts to introduce advances in technology and communications while maintaining the work by many individuals going back to 1980 when DHCD introduced the first edition of the *CONSTRUCTION HANDBOOK*.

Now, as then, the purpose of the *CONSTRUCTION HANDBOOK* is to make the construction phase of DHCD-funded modernization and new construction projects as problem-free as possible. We have done this by clearly setting out the procedures to be followed, the forms to be used, and the responsibilities of the participants.

For those that have used a previous edition(s) of the *CONSTRUCTION HANDBOOK*, you will find that we have made several changes to the text and now all of the forms are now available on our web site www.mass.gov/hed/housing/ph-mod/construction-handbook-with-forms.html. These changes were made to keep the *CONSTRUCTION HANDBOOK* current with the present requirements for state-aided construction and to reduce the amount of paperwork required, particularly in the close-out portion of the work. We urge you to leave your previous edition on the shelf and to rely on this new edition to see you through your next construction project.

ACKNOWLEDGMENTS

All the members of the DHCD Construction Management staff played an important role in the preparation of the latest edition of this handbook: Tom Barthelette, Leo Coté, Robert S. Danilecki, William Miller, Thomas Boyer, J. Michael Leach, Thomas Mulvey, Robert Watt and David McClave.

Special thanks to, **Evelyn Duffy**, and **Candace Tempesta** for their contributions and efforts.

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www.mass.gov/dhcd/components/DOH/BoHDC

A word about smaller projects...

The Construction Handbook was first written in 1981, when the vast majority of projects were large, new developments. The current environment consists of more numerous but smaller projects (particularly those under \$25,000). Considering this, many of the topics included in the Construction Handbook will not be relevant to these smaller projects. But the basic concepts, such as procuring a contractor and executing a proper contract, as well as the basic construction administration principles, such as issuing a Notice to Proceed, having weekly job meetings, conducting inspections and processing of submittals, payment and change orders, are still important, and the LHA is responsible for insuring that they occur.

We therefor encourage LHAs to use the Handbook as a guide, keeping in mind that often the services of a Designer will not be used and that the normal DHCD approvals are not required for any of the steps in designing and constructing of projects under \$25,000. We encourage LHAs to also review the DHCD Small Projects Guide available on the DHCD website.

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INTRODUCTION

Once a contractor has been selected and all the necessary permits are in hand, it is time to begin building construction or modernization improvements. While the Contractor is responsible for carrying out the construction, all the participants previously involved in the process continue to play a role throughout the construction phase - monitoring progress, reviewing and approving materials and documents, and approving and processing payments to the Contractor.

The construction or modernization of state-funded housing involves:

- □ Observance of state laws and regulations;
- □ Compliance with DHCD procedures and requirements;
- □ Working with many people in public and private organizations; and
- Continuous monitoring, coordination, attention to detail, and follow- up throughout the construction process.

This handbook will help **LHAs, Contractors**, and **Designers** work effectively with each other, and with **DHCD**, during the construction process by:

- □ Defining the roles and responsibilities of all participants; and
- □ Describing the required procedures to ensure that the project is completed on schedule, within budget, and in accordance with the contract documents.

This handbook refers to specific laws, regulations, and contracts which govern the construction process, but it is not meant to substitute for these laws, regulations, and contracts. In those instances where it is critically important that you read and understand these laws, the handbook refers you to the relevant document.



ROLES AND RESPONSIBILITIES

A variety of people and agencies, each with specific responsibilities for the project, is involved in the construction process. To avoid conflicts, confusion, and misunderstandings, and to insure that construction proceeds smoothly, it is important that the participants understand the roles and responsibilities of each party.

As the owner, developer, and manager of the state-aided public housing in each community, the <u>Local Housing Authority (LHA)</u> has the primary responsibility for the entire development or modernization process.

THE LHA

During construction, the LHA is bound by the terms of three contracts into which it enters during the course of funding and construction:

- □ Contract for Financial Assistance (CFA) sets forth the obligations and responsibilities between the LHA and the Commonwealth with regard to the financing of the construction itself and the subsidizing of the operating costs once the development is occupied.
- ☐ The Contract for Designer Services is between the LHA and the Designer (typically an Architect or Engineer). It describes the responsibilities of both parties with respect to designing the project, administering the construction contract, and overseeing actual construction.
- ☐ The Owner-Contractor Agreement (also called the Construction Contract) is between the LHA and the Contractor. It defines the rights and responsibilities of the parties during construction. The Agreement refers to the Contract Documents, which are composed of the project manual, the drawings, and any addenda issued during bidding.

During construction **LHA Board** approval is required only to execute change orders and closeout documents. Almost all of the day-to-day construction related duties are assigned to the LHA contract officer.

If Board members and LHA staff, other than the LHA contract officer, wish to visit the site, the project representative accompanies them throughout their visit. If they have questions that the LHA contract officer or project representative cannot answer, they should contact the Designer for assistance.

When the LHA votes to award the construction contract, it also designates an **LHA contract officer** and **alternate LHA contract officer**. This may be the Executive Director, a staff person, or a board member



The responsibilities of the LHA contract officer during construction are to:

- Attend Construction Meetings;
- ☐ Sign all periodic payments to the Contractor on behalf of the LHA;
- sign all change orders and construction change directives after the LHA Board has voted to approve the change; and
- ☐ Report on the construction status, change orders, payments and problems at the regular LHA meetings.

The Board also designates an Equal Employment Opportunity (EEO) officer who is responsible for monitoring the Contractor's compliance with the affirmative action and equal opportunity requirements set forth in the construction contract. This entails reviewing the Contractor's weekly affirmative action workforce reports and reviewing the Contractor's projected workforce schedule. The EEO officer may require that payments to the Contractor be reduced for noncompliance with the affirmative action requirements. Such reductions are set forth in the general conditions of the construction contract.

THE RESIDENTS

See 760 CMR 6.00: Tenant Participation in the Administration Public Housing and 760 CMR 10.00: Programs in State-Aided Public Housing A <u>Local Resident Organization (LRO)</u> must be involved in both the modernization and redevelopment process pursuant to DHCD's regulations governing resident participation.

The LRO represents the residents' interests on many issues during construction, such as the concern about the timing of work and the relocation of residents. Sometimes this representation is through a **resident coordinator**, while at other times the representation is accomplished in a less formal manner. Whoever represents the LRO may attend the preconstruction conference and the weekly job meetings.

If no LRO exists, a temporary chairperson is appointed by the LHA until a resident organization is formed. If a resident coordinator is not required, the LRO chairperson, or designee, is responsible for representing the residents' interests.

Certain modernization jobs require a resident coordinator. This determination is made by DHCD before the job begins. The resident coordinator functions as a representative of the LRO only for the particular construction project for which she was hired. If a resident coordinator is required, the LHA selects one with the assistance of the LRO.

The resident coordinator facilitates the resident-related aspects of construction so that residents are informed about the construction work and lines of communication are established to head off potential problems.

THE DESIGNER

<u>THE DESIGNER</u> is the agent of the LHA during the construction process. As such, the Designer is responsible for administering the construction contract and for overseeing construction for the LHA. This means that all formal communication between the Contractor and the LHA must go through the Designer. The Designer may engage a project representative (also known as the clerk of the works) to observe construction on a daily basis



The relationship between the Designer and the LHA is defined in the Contract for Designer Services. The relationship between the Designer (as agent for the LHA) and the Contractor is governed by the general conditions of the construction contract.

The AIA Architect's Handbook of Professional Practice provides an overview of the Designer's responsibilities. It reads, in part, as follows:

"...Because of the special knowledge of the work gained through preparation of the design and resulting construction documents, the [Designer] has the primary responsibility to interpret their requirements and to judge the performance of the parties under the contract."

"This responsibility to judge performance is not limited to the technical requirements of the drawings and specifications, but also includes judging compliance with the terms of the contract."

"Impartiality and consistency with the intent of the contract documents must be basic to all of the architect's decisions. All decisions and all interpretations must be documented, either in writing or by issuing drawings or other documents."

The **CONTRACTOR** may have several staff who help manage and supervise the construction project.

The <u>PROJECT MANAGER</u> is the official spokesperson for the Contractor. All formal communication from the Designer to the Contractor is directed to the project manager. The project manager attends the weekly job meetings to discuss pertinent matters with the Designer and keep informed of the progress on the job.

The <u>PROJECT SUPERINTENDENT</u> supervises construction on a daily basis. If the project manager cannot be reached, the Contract Documents permit the project superintendent to receive communication for the Contractor. Since the project superintendent is on the site every day, he is often consulted by other parties such as the Designer on an informal basis.

Under the provisions of M.G.L. Chapter 149 the Contractor may be responsible for the work of up to 18 <u>FILED SUBCONTRACTORS</u> who perform work in specialized trades such as plumbing or heating. Whether or not a subcontractor is filed makes no difference as to who is responsible for that subcontractor's work. It is the Contractor who contracts with all subcontractors, and so it is the Contractor who is ultimately responsible to the LHA for the quality of the work of the subcontractors.

Before the construction contract was awarded, a complete set of bid documents was submitted to the <u>Local Building Inspector</u> for final review and issuance of the building permit. During construction the building inspector and other **local and state inspectors** make periodic inspections to determine if the project is being built in accordance with the applicable codes.

THE CONTRACTOR

FILED SUBCONTRACTORS

M.G.L. c.149 §44F

LOCAL INSPECTORS

www.mass.gov/dhcd

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August 2016



DHCD

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/phmod/construction-handbookwith-forms.html The <u>DHCD PROJECT MANAGER</u> has been actively working on the project long before it gets to the construction stage, giving assistance to the LHA and Designer during the funding, design, and bidding processes. The project manager continues to monitor the progress of the project as it proceeds through construction, including the administration of the Contract for Designer Services, but is not actively involved in the construction process itself.

The <u>Construction Management Unit</u> is DHCD's liaison with LHAs during the entire construction process from contract award through final completion and construction closeout. This office is responsible for monitoring all activity during the actual construction phase for modernization, redevelopment, and development projects as well as providing technical assistance.

The <u>DHCD CONSTRUCTION ADVISOR</u> is assigned to the job before construction begins. The construction advisor monitors construction and assists the LHA and Designer in resolving any problems. As the construction representative for DHCD, the construction advisor visits each project regularly and participates in project meetings with the Designer, the project representative, the LHA contract officer, and the Contractor. If the LHA or Designer have questions about DHCD's construction administration procedures or requirements they should be directed to the DHCD construction advisor. The construction advisor can be reached at (617) 573-1170.

STEPS IN CONSTRUCTION



PRECONSTRUCTION PROCEDURES

Preconstruction is the period of time between the award of the construction contract and the start of actual construction. Many activities take place during this period which help construction proceed in a smooth and orderly manner.

LHA CREATES PROJECT FILE

The LHA is required, by statute, to keep most of the records associated with the construction project for six years after the date of final payment to the Contractor. To facilitate the filing and storage of these records, start a project file before construction begins. Create sections for all the records listed later in this handbook under the step "Final Completion Documents." As these records may be voluminous, allocate plenty of space for the project file.

For projects requiring a resident coordinator, the LHA selects the resident coordinator from applications solicited, reviewed, approved, and ranked in priority order by the LRO.

LHA SELECTS THE RESIDENT COORDINATOR

(Modernization Jobs Only)

The resident coordinator's job is to:

- ☐ Work with the LHA contract officer to help the Contractor gain access to occupied apartments;
- □ Notify residents as to when work will be performed in their apartments;
- Advise residents of what the Contractor needs from the residents before work can begin, such as moving furniture, securing personal belongings, etc.; and
- ☐ Represent the interests of the LRO during construction work by bringing concerns to the LHA's attention, such as the starting time for construction work, the work schedule during holidays, and resident safety.

It is **not** the resident coordinator's job to:

- ☐ Perform the functions of the Designer, LHA, or the project representative, such as construction inspection; or
- Instruct the Contractor or any subcontractor. The resident coordinator communicates with the Contractor through the Designer via the LHA contract officer.

In addition, the resident coordinator is not responsible for residents' personal belongings while the Contractor works in an occupied apartment, nor is she responsible for the security of the Contractor's equipment or materials.

The resident coordinator works at least 20 but not more than 40 hours per week and is paid by the LHA at a rate of one and one half times the minimum wage as set forth in 760 CMR 10.08.

If a <u>PROJECT REPRESENTATIVE</u> (also called the clerk of the works) is required, the Designer and the DHCD construction advisor may be able to identify an appropriate candidate. If not, the Designer advertises the position. Because of the critical nature of the project representative's responsibilities, it is essential that the Designer fill the position before construction starts.

DHCD strongly recommends that the Designer hire a single project representative for the duration of construction. The establishment of working relationships, knowledge of problems and solutions encountered on the job, and general familiarity with the project are why continuity in the project representative position is important.

<u>Job Description</u>: Since the construction activities are broad in scope and complex in nature, the project representative must have a comprehensive knowledge of construction methods, practices, and techniques. The job description should state that the project representative have field experience in all phases of construction or in the particular type of construction planned for the project

DESIGNER HIRES PROJECT REPRESENTATIVE

1 • PRECONSTRUCTION PROCEDURES



Specifically, the project representative is hired to:

Assist the Contractor's superintendent in understanding the intent of the Contract Documents;
Check that the work in progress conforms to the construction contract. Any deviation from the Contract Documents or approved shop drawings must be reported immediately to the Contractor's superintendent and the Designer;
Verify that all materials conform to the specifications and approvals;
Know the reference standards mentioned in the Contract Documents;
Evaluate recommendations made by the Contractor to the Designer;
Review the Progress Schedule for conditions likely to cause delays and immediately report such conditions to the Designer;
Keep an up-to-date Project Directory on the office wall;
Attend weekly field meetings and all special meetings;
Make note of all visitors, their affiliation, and reason for visiting the job site;
Accompany all visitors, including representatives from local, state, and federal agencies on tours of the work;
Be present at all testing procedures;
Maintain an orderly file of approved shop drawings and samples;
Write a detailed daily report;
Notify the Designer of materials delivered without shop drawing approval;
Notify the Designer when the Contractor's samples are ready for inspection;
Notify the Contractor's superintendent and the Designer of unacceptable work;
Review the Contractor's Detailed Schedule of Values with the Designer and the DHCD construction advisor;
Review the Detailed Application for Payment and make recommendations to the Designer and the DHCD construction advisor prior to the monthly requisition review meeting;
Review all stored material for conformity with approved shop drawings;
Review all change estimates with the Designer and DHCD's construction advisor, sign off on all change orders;
Document with photographs any unanticipated problems during construction; and
At times, perform the function of resident coordinator, for example, by

<u> Enviris or Resi organization</u> The project representative has no authority to	LIMITS OF RESPONSIBILITY:	The project re	presentative has	no authority	to:
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Ц	and the LHA;
	Act in the capacity of the Designer;
	Act in the capacity of the Contractor's superintendent;
	$ Act in the \ capacity \ of the \ LHA \ contract \ of ficer \ or \ otherwise \ represent the \ LHA; $
	Give directions relative to job safety. If the project representative believes that the public safety is in jeopardy, she must notify the Designer immediately;
	Issue directives on construction techniques, procedures, or scheduling;
	Authorize deviations from the Contract Documents;
	Approve submittals or shop drawings;
	Conduct tests;
	Assist the Contractor with actual work;
	Accept or reject materials or workmanship;
	Issue stop orders; or
	Authorize payments.

RECORDS: It is important that the project representative's records be complete, orderly, and clearly written. These records become part of the permanent file of the LHA. The project representative's records should include all correspondence, daily reports, weekly meeting minutes, approved shop drawings and samples, the Contract Documents, change orders and the change order log, construction change directives, time and materials slips, clarification sketches, certificates for payment, verifying data for stored materials, and photographs.

<u>THE DAILY REPORT</u>: One of the project representative's major responsibilities is the preparation of the Daily Report. The report format is supplied by the Designer. At a minimum, the Daily Report should include the information shown in the sample in the Appendix. Every week, the project representative gives the Designer copies of the preceding week's daily reports and any relevant photographs. The Designer sends copies to the LHA contract officer and the DHCD construction advisor.

<u>PHOTOGRAPHS:</u> At the start of construction the Designer provides the project representative with a digital camera with a built-in flash. The project representative photographs all deviations from the Contract Documents such as the use of improper materials, improper installation or workmanship, vandalism, and concealed or unforeseen conditions. All photographs should be clearly identified and dated.

The duties and limits of authority of the project representative are more fully described in <u>Monitoring Public Housing Construction: A Handbook for DHCD Project Representatives</u>. Copies of this handbook are available free of charge from the DHCD Construction Management Unit, (617)573-1214.

See **Appendix C-1** for the Project Representative's Daily Report and

Appendix C-2 for a Sample Project Representative's Daily Report

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/p h-mod/construction-handbookwith-forms.html

1 • PRECONSTRUCTION PROCEDURES



REVIEW AND APPROVAL OF PROJECT REPRESENTATIVE: The Designer reviews the salary requirements, references, experience, and availability of candidates with the DHCD construction advisor. DHCD's Director of Construction Management Unit approves the architect's recommendation in writing before the project representative is hired.

<u>SALARY:</u> The Designer is reimbursed by the LHA for the project representative's salary. Once DHCD has approved the salary, the LHA pays the Designer's invoices for salary reimbursement without further DHCD authorization. Any salary increases or reimbursement that exceeds the DHCD original approval must be approved in writing by DHCD. In special cases, the Designer may choose to pay the project representative more than the DHCD limits because of the expertise and experience of the particular individual. Payments in excess of DHCD approved salary must be paid for by the Designer.

<u>REIMBURSEMENT FOR SALARY AND EXPENSES:</u> The Contract for Designer Services states that the LHA reimburse the Designer for the project representative's salary, benefits, and insurance. The project representative is considered a regular temporary employee of the Designer and receives the same benefits as other employees of the firm. The only exception is vacation time.

<u>VACATION TIME:</u> Vacation time should not exceed two weeks a year, should be used in one week segments, and should be taken when construction activity is light. All parties, the Designer, LHA, and DHCD, should agree to the project representative's vacation schedule. The project representative may take her accrued vacation time in the form of payment any time after the end of the first year of employment. The LHA reimburses the Designer for this expense.

<u>WORK SCHEDULE:</u> The project representative is expected to be at the job site whenever the Contractor has work in progress. The project representative, therefore, may be required to work beyond the normal workday hours, on weekends, and on holidays. The project representative may be entitled to compensation for any work beyond that called for in her employment contract with the Designer.

EXPENSES AND OVERTIME PAID BY THE CONTRACTOR: The Contractor must pay for travel expenses and overtime incurred by the project representative. The project representative incurs travel expenses when inspecting materials stored off-site. Overtime is paid at time-and-a-half for the base salary plus the cost of salary related benefits, such as health insurance, and F.I.C.A. taxes.

Every month the Designer pays the project representative for overtime and travel expenses and submits an invoice to the LHA. The LHA then sends an invoice to the Contractor for any such overtime and travel expenses. The Contractor reimburses the Authority promptly, so that the LHA can pay the Designer. If the need for the project representative to work overtime is unclear, the Designer should consult with the DHCD construction advisor before arriving at a final determination.

The Designer organizes the Preconstruction Meeting so as to introduce the participants in the construction process to one another and review construction procedures. This is the time to discuss any unusual conditions that might affect the progress of construction and make all participants aware of any potential problems.

DESIGNER
ORGANIZES
PRECONSTRUCTION
MEETING

<u>ATTENDANCE:</u> The Preconstruction Meeting is usually held at the LHA offices and is attended by the Designer, the LHA contract officer, the Executive Director, the LHA Affirmative Action Officer, the resident coordinator (modernization projects only), the DHCD construction advisor, the project representative, and the Contractor's project manager and project superintendent. The Designer should encourage technical consultants and engineers to attend the meeting also. Likewise, the Contractor should encourage subcontractors to attend.

RECORD KEEPING: The Designer records minutes of the meeting and distributes them to everyone in attendance.

<u>AGENDA:</u> The Designer conducts the meeting using an agenda similar to the one shown on the following page.

Once the Director of DHCD has validated the Owner-Contractor Agreement, the LHA issues the Notice to Proceed, which authorizes the Contractor to commence work. The Notice to Proceed is issued at the Pre-construction Meeting unless other arrangements have been approved by the Designer and DHCD.

The Notice to Proceed includes:

- ☐ The starting date and the contract completion date for construction; and
- ☐ The names of the LHA contract officer and alternate contract officer.

The LHA sends three copies of the Notice to Proceed to the Contractor. The Contractor signs and dates two copies and returns them to the LHA. The LHA emails one signed copy to the DHCD construction advisor and keeps the other for its files.

ISSUE THE NOTICE TO PROCEED

See **Appendix C-3** for Sample Notice to Proceed

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbookwith-forms.html



Agenda for Pre-construction Meeting

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	•	-
	1.	Introductions
	2.	Review the Duties and Responsibilities of:
		 Archiving Plans and Specifications Designer Project Representative Engineers/Designer's Consultants LHA Contract Officer and EEO Officer DHCD Construction Management Unit General Contractor (Project Manager, Superintendent, and EEO Officer) Subcontractors Others as applicable
	3.	Review the Following:
New		 Bid Documents sent to be Archived Notice to Proceed Communications
		 Resident coordination (modernization jobs) Weekly field meetings Project directory
		 Recycling/Waste Management Safety, OSHA certification, clean-up, security Wage rates MBE/WBE monitoring
		 Testing Posting permits Schedule of values and estimated payment schedule
		 Applications for Payment Construction schedule and monthly updates Shop drawings, submittals, and distribution of approvals
	N	 Substitutions As Built drawings Change orders and field orders
New		 Disputes A/E Updating CPS Inventory Component Verification Form Substantial Completion Final Completion

The LHA organizes the groundbreaking ceremony to formally mark the start of construction. The ceremony will increase public awareness of the project and provides an opportunity for the LHA to acknowledge the efforts and contributions of its Board, staff members, and the local and state officials who have been part of the process.

ORGANIZE GROUNDBREAKING CEREMONY

<u>NOTIFICATION</u>: To maximize attendance, the LHA should send out invitations at least one month in advance. It is important to invite the state senator and representative from the LHA's district, the chief elected officials from the community, the sponsor agency, if applicable, and all others who have played a role in the project.

PUBLICITY: Notify the local media well in advance.

SUGGESTED GROUNDBREAKING PROGRAM

- Invocation
- ☐ Introductory remarks by the Master of Ceremonies (usually the
- ☐ Chairperson or Executive Director of the LHA)
- ☐ Remarks by the Director of DHCD, or designee
- Remarks by the State Senator and Representative
- ☐ Remarks by a local municipal official
- ☐ Acknowledgment by the Master of Ceremonies of other persons who assisted in developing the project
- □ Groundbreaking

THE ENFIELD HOUSING AUTHORITY
and

THE UNDERSECRETARY OF THE DEPARTMENT OF HOUSING &COMMUNITY DEVELOPMENT

cordially invite you to attend

groundbreaking ceremonies for Duffy Place,

a new elderly and family housing development funded by a grant from

THE COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF HOUSING &COMMUNITY DEVELOPMENT.

The ceremonies will take place at 116 Kat Hillway

on Wednesday, February 15 at three o'clock

SAMPLE GROUNDBREAKING INVITATION





CONSTRUCTION STARTUP PROCEDURES

Once the Contractor has received and acknowledged the Notice to Proceed, he surveys the site to verify the existing conditions shown in the plans and described in the specifications. The Contractor must notify the Designer immediately of any deviations from the Contract Documents.

SET UP OFFICE

The Contractor sets up suitable space as required by the contract provisions to serve as the office for the project representative. This trailer accommodates a telephone, fax machine, file cabinet, desk, and storage space for record and shop drawings. This space should also be equipped with heat and air-conditioning and be lockable.

SET UP PROJECT DIRECTORY

See **Appendix C-4** for Sample **Project Directory**

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph -mod/construction-handbookwith-forms.html Within 14 days after receiving the Notice to Proceed, the Contractor must furnish a Project Directory to the Designer, the LHA contract officer, and the DHCD construction advisor. This directory should include the names of all participants in the construction, their affiliation, address, and telephone number. The following participants should be listed: the LHA contract officer, resident coordinator (Modernization and Redevelopment), DHCD's construction advisor, the Designer and engineers, the project representative, the Contractor, the subcontractors and material suppliers, and the building inspector.

CHANGES IN THE PROJECT DIRECTORY: If the Contractor changes subcontractors and/or materials suppliers, he must amend the Project Directory and distribute updated copies to everyone on the original distribution list.

COPIES OF THE PROJECT DIRECTORY: The project superintendent and the project representative each keep a copy of the Project Directory in their respective offices at all times. These copies include the telephone numbers of local emergency services, such as the police and fire departments, a local ambulance service, and a local hospital.

EMERGENCY PROCEDURES: The LHA must provide the local police department with the telephone numbers at which the Contractor can be reached in the event of an emergency.

CONTRACTOR **PREPARES** CONSTRUCTION **PROGRESS SCHEDULE**

PURPOSE OF THE PROGRESS SCHEDULE: At the start of construction, the Contractor must prepare a Progress Schedule. This schedule tracks the allocation of manpower and materials and is an important management tool. It allows the Contractor, the Designer, the LHA, and the DHCD construction advisor to monitor the progress of construction and establish progress payment schedules. It also provides a timetable for submittals, approvals, delivery of materials, and gives the anticipated completion date. The information on the schedule helps the LHA, the DHCD construction advisor, and the Designer evaluate time extensions if requested by the Contractor.

<u>FORM OF THE PROGRESS SCHEDULE</u>: The Contractor can present the progress schedule in the form of a Bar chart. The schedule shows on a timeline the activities of the various subcontractors in accordance with each section of the specifications in such a way that the LHA contract officer and Designer know when and for how long each subcontractor will be on the job and how her work fits into the overall construction work schedule. In addition the schedule should reflect the estimated dollar amount of work that will be completed each month.

<u>SCHEDULING SUBCONTRACTORS:</u> The larger subcontractors, such as plumbing, heating, and electrical, should be allotted more than one line, so that their various activities can be coordinated. This breakdown of work activities enables the Designer to identify certain critical points or milestones for each trade and anticipate when another major job section will begin.

REVIEW BY THE SUBCONTRACTORS: To insure the accuracy of the schedule, the Contractor should review the proposed schedule with each of the subcontractors before putting it into final form. The Contractor should analyze each subcontractor's comments or concerns and take into consideration how they relate to the coordination of the entire project. The Contractor can incorporate these concerns into the schedule.

<u>DISTRIBUTION OF THE PROGRESS SCHEDULE:</u> All major participants listed in the Project Directory receive a copy of the Progress Schedule. DHCD recommends that the Contractor also give the LHA contract officer a simplified version of the schedule so that she can tell the general public about the construction activity and when the project will be finished.

<u>UPDATES OF THE PROGRESS SCHEDULE</u>: After the initial progress schedule is completed, the Contractor must update it periodically to reflect changes in the actual progress of construction. DHCD recommends the schedule be updated monthly when the Contractor prepares the Application for Payment. The updated schedule allows all the participants to monitor the progress of the work and schedule their own activities accordingly.

The Contractor must give the Designer five copies of a detailed breakdown of the contract values. This breakdown, called the Schedule of Values, is the basis for evaluating the Contractor's requests for periodic payments, and must be discussed with and approved by the Designer before the first payment request is submitted.

<u>DETAILED SCHEDULE OF VALUES:</u> The Schedule of Values consists of two parts: The Detailed Schedule of Values and the Summary Schedule. On the Detailed Schedule the Contractor writes down the monetary value of each subcontractor's work. The Detailed Schedule includes a breakdown of specific activities within a definable area (*e.g.* wing, floor, and building). Every line or work item should include its proportional share of the Contractor's overhead and profit. The information provided in the Detailed Schedule of Values is of considerable importance to the Contractor, because it becomes the basis of the Contractor's "pencil draft" of the Application for Payment. It is also of considerable assistance to the Designer.

See **Appendix C-5** for Sample Progress Schedule

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbook-with-forms.html

SET UP PROJECT DIRECTORY

See **Appendix C-6** for Sample Detailed Schedule of Values

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbookwith-forms.html



See **Appendix C-7** for Sample Summary Schedule of Values

All Appendix forms are available on the DHCD webpage

www.mass.gov/hed/housing/p h-mod/constructionhandbook-with-forms.html <u>SUMMARY SCHEDULE:</u> This form gives a more general breakdown of the value of the work. All the components on the Detailed Schedule are added up and the total value written on the Summary Schedule. The Summary Schedule provides a line item for each section of the specifications. This schedule becomes the basis of the Contractor's Application for Payment (discussed later in this section).

<u>VERIFICATION AND APPROVAL:</u> Once the Designer and the DHCD construction advisor have approved the Schedule of Values it cannot be revised. If the Designer asks the Contractor to substantiate the values written on the Schedule of Values, the Contractor must do so. Since no request for payment can be approved until the Schedule of Values has been approved, it is to the Contractor's benefit to submit his schedule as soon as possible.

RECORD DRAWINGS

During the course of construction, the Designer may agree to deviations from the contract drawings for any number of reasons. To properly record these changes, the Designer gives the Contractor and subcontractors clear, unmarked drawings at the start of construction. They must record on these drawings the work as it is built, including any deviations and new work. Each change should be dated and initialed by the Contractor or subcontractor. The Designer or project representative periodically inspects these drawings and notes any discrepancies. At the end of construction these become the basis for the Record or As-built Drawing



PROCEDURES DURING CONSTRUCTION

Once construction begins, the local building inspector and other local and state inspectors make periodic inspections to be sure that the project is being built in accordance with the applicable codes. During construction, the subcontractors of the major trades call the local inspectors to approve certain phases of their work.

RECORD KEEPING: After each phase of the work has been inspected, the appropriate inspector signs the building permit. The Contractor should tell the project representative when an inspection is scheduled so that she can be present during the inspection. When the inspector visits the site, the project representative notes the visit and record the inspector's comments in the Daily Report. In addition, the project representative should make a notation on the drawings indicating what areas are approved, by whom, and the date.

INSPECTIONS BY LOCAL AGENCIES AND INSPECTORS

<u>CHANGE REQUESTS FROM LOCAL INSPECTORS OR AGENCIES:</u> If an inspector or local agency asks for a change, the request must be made in writing to the Contractor and should include a detailed explanation of the reason for the request, citing the specific code violation. If the request entails a change in the Contract Documents, the Contractor forwards the request to the Designer. The Designer should immediately review the request with the DHCD construction advisor and the LHA contract officer to determine what action, if any, is appropriate. After consulting with the DHCD construction advisor, the Designer may decide to prepare a Proposal Request and issue a Change Order or Supplemental Instructions.

Throughout construction the Contractor must maintain at the site a copy of each of the following: the Contract Documents (which include clarification sketches, approved shop drawings, change orders, and supplemental instructions), correspondence, product data and samples, the progress schedule, the project directory, and the approved wage rate tables.

CONTRACTOR'S ADMINISTRATION RESPONSIBILITIES

<u>WAGE RATES:</u> The Massachusetts Division of Occupational Standards Development sets the minimum hourly rates of compensation for all workers and apprentices on state-funded projects. These rates are included in the Contract Documents for each project and must be posted by the Contractor at the project site at all times. The Contractor is required to submit weekly certified payroll reports to the LHA. The LHA contract administrator should maintain a file of these reports. On occasion, representatives of the Attorney General's Fair Labor and Business Practices Division will visit the project to verify that the Contractor and subcontractors are paying the required wage rates. This file will help answer any issues that the Attorney General's inspectors may have. Any questions regarding wage rates should be directed to the Attorney General's Office at (617) 727-3465.

EQUAL OPPORTUNITY REQUIREMENTS: According to the Contract Documents, the Contractor must not discriminate in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the basis of race, color, religion, creed, national origin, age, or sex. In addition, he must take affirmative action to identify and negotiate with qualified minority and female subcontractors and suppliers to maintain at least the contractually established minimum number of minority and female workers in each trade. If the Contractor uses referrals to meet these minority and female hiring requirements, he should keep records of the agencies and organizations contacted. The LHA and DHCD may ask to see these records

<u>WEEKLY MANPOWER REPORT:</u> To comply with affirmative action requirements the Contractor must file a Contractor's Weekly Manpower Report with the LHA every week. This report lists the total number of employees on the job the previous week and gives a trade-by-trade breakdown of minority and female personnel. The Contractor is responsible for insuring that the filed and non-filed subcontractors comply with the EEO requirements and that they submit all forms promptly to the Contractor.

See **Appendix C-8** for the Contractor's Weekly Manpower Report Form

QUARTERLY WORK FORCE PROJECTION: The Contract Documents require that once every quarter the Contractor submit to the LHA's Equal Employment Opportunity (EEO) Officer a table showing the projected workforce for the upcoming quarter by week for each trade. Work cannot proceed unless both the LHA EEO Officer has received these quarterly projected work force tables.

See **Appendix C-9** for the Quarterly Workforce Table

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbookwith-forms.html

3 • PROCEDURES DURING CONSTRUCTION



EEO REVIEW AND APPROVAL: To insure the Contractor complies with affirmative action and equal opportunity requirements, the LHA's EEO officer reviews the Contractor's Application for Payment for affirmative action compliance before approval. The LHA EEO officer determines whether or not the Contractor and subcontractors have submitted all required reports and information and whether they are in compliance with the affirmative action requirements in the contract. If the Contractor is delinquent, the LHA EEO officer may require that the payments be reduced until the Contractor complies with all affirmative action requirements.

See **Appendix C-10** for the Contractor's Affidavit of Payments to Minority Business Enterprises

<u>MBE/WBE REQUIREMENTS:</u> For contracts that have Minority-owned Business Enterprise (MBE) and/or Women-owned Business Enterprise (WBE) requirements, the Contractor submits documentation that demonstrates his intent to subcontract for the specified dollar amount with an MBE or WBE company certified by the Massachusetts Supplier Diversity Office (SDO) If, at any time during construction, the Contractor wishes to change MBE or WBE subcontractors, he must obtain approval from DHCD..

FIELD MEETINGS

The purpose of these meetings is to monitor the progress of construction, to coordinate upcoming work, and to resolve any problems, questions, or specific conditions relative to the project or the contract documents. Field meetings are *usually* held every week during construction. Typically, these meetings take place on the construction site in the project representative's office.

<u>PARTICIPANTS:</u> The LHA contract officer, resident coordinator (if one is required), Designer, project representative, DHCD construction advisor, Contractor, and any subcontractors or engineers whose work is in progress should attend these meetings. Occasionally, employees of the Sponsor Agency or its vendor may wish to visit the site or attend a weekly meeting. The LHA contract officer coordinates with the Sponsor Agency or vendor to arrange these visits.

<u>MEETING SCHEDULE</u>: A specific time and day for the meetings was established at the Preconstruction Meeting to insure that all parties can attend each meeting. On small modernization jobs or those that are completed in a short period of time, field meetings should be held when deemed appropriate by the Designer and DHCD construction Advisor.

See **Appendix C-11** for Sample Architect's Minutes of Meeting

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbook-with-forms.html

MEETING MINUTES: The Designer is responsible for preparing the agenda, conducting the meeting, and preparing the minutes. The agenda includes old business, new business, and field observations. The Designer signs and promptly distributes copies of the meeting minutes and an up-to-date Change Request log to all meeting participants. This allows everyone an opportunity to study and resolve issues before the next meeting. The Designer should also bring extra copies of the previous meeting's minutes to use as part of the agenda and email a copy to the DHCD project manager.

Each month one meeting is designated to review the pencil draft of the Contractor's Detailed Application for Payment and the Designer's Change Request Log which lists the outstanding Change Requests, Change Estimates, Change Orders, and their respective status. The participants also review the Submittal Log to ensure that all outstanding items receive formal approval. (The submittal log is described later under "Submittals".)

It is important to maintain clear and orderly lines of communication throughout construction. Clear lines of communication help prevent misunderstandings, confusion, delays, and disputes.

All the Contractor's correspondence or questions must be directed to the Designer. The Contractor should not deal directly with the LHA or DHCD except for requests for administrative conferences. (See "Work in Dispute" for more on administrative conferences.)

All LHA and DHCD construction questions or observations must be directed to the Designer who communicates them to the Contractor. Because the Contractor is responsible for the work of all subcontractors, questions and observations concerning the work of any subcontractors should be passed through the Designer to the Contractor. The Contractor is solely responsible for any directions or communications to the subcontractors. The subcontractors must communicate with the LHA or DHCD staff only through the Contractor.

Courtesy copies of all correspondence between the Designer and Contractor should be sent by the writer to the LHA contract officer, the DHCD construction advisor, and the project representative.

To summarize the general rules for orderly communications:

- Only the Designer directs or instructs the Contractor;
- Only the Contractor directs the subcontractors;
- □ Subcontractors direct all correspondence to the Contractor; and
- ☐ Courtesy copies of all correspondence between the Contractor and the Designer should be sent to the LHA contract officer, the DHCD construction advisor, and the project representative.

<u>SECURITY:</u> The Contractor is responsible for the security of the construction site including all materials and property on the site. Each subcontractor is responsible for securing all her tools and equipment. Common sense dictates that the Contractor take additional security precautions in high risk areas or on days like Halloween or New Year's Eve.

<u>SAFETY:</u> Similarly, the Contractor is responsible for initiating, maintaining, and supervising all safety on the construction site. The Contractor is also responsible for taking all reasonable precautions to protect people, materials, equipment, and property on and near the job site. To maintain project safety, the Contractor should keep the premises clean of debris, materials, or rubbish.

See **Appendix C-12** for the Sample Detailed Application for Payment

See **Appendix C-13** for the Change Request Log

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbookwith-forms.html

COMMUNICATION AND SUPERVISION

TESTING PROCEDURES

During construction, the Designer may hire an independent testing laboratory to determine whether various materials to be used in the project, such as fill, concrete, masonry, steel, roofing, carpet, and windows, meet the performance requirements called for in the Contract Documents. The Designer and the DHCD construction advisor determine the extent of testing necessary. The Designer coordinates the tests. In addition, the Designer arranges and coordinates any special testing requested by DHCD, such as air and water infiltration, infrared scan, etc.

To select a testing laboratory the Designer solicits proposals from at least three independent laboratories and sends her recommendation to the DHCD construction advisor. The DHCD construction advisor will solicit approval from the appropriate person at DHCD and notify the Designer of the decision. The cost of testing is a reimbursable expense to the Designer.

<u>ON-SITE TESTING:</u> The Designer or the project representative oversees all on-site testing. When testing is to be done on-site, the Contractor gives the project representative 24 hours' notice before he installs or covers any work that may have to be tested as specified in the Contract Documents. While the Designer or project representative determines the area for testing, the exact location and number of tests is generally determined by the testing laboratory. All samples should be representative of the work in progress.

<u>OFF-SITE TESTING:</u> When materials located off-site must be tested and approved prior to shipment, the Contractor should give the Designer ample notice. For example, when gravel samples must be approved by the Designer before delivery to the site, the Contractor tells the Designer the location of the gravel pit. The project representative keeps the delivery slips of all approved tested materials, as a record of the place of origin and site destination. The testing laboratory should send its reports directly to the Designer, the engineers, the project representative, the Contractor, and the DHCD construction advisor. When the project is complete the project representative turns over his copies of test reports to the LHA as part of its permanent project file.

<u>ADDITIONAL TESTING</u>: The Designer may require additional testing on work already in place. The DHCD construction advisor is notified by the Designer of any adverse test findings. The Contractor must pay for any tests on materials which fail to meet the performance standards established in the Contract Documents. If the materials meet the performance standards, the cost of testing is a reimbursable expense to the Designer. Similarly, if testing is undertaken for the Contractor's own interest, the Contractor is responsible for coordinating with the Designer and for paying all test costs.

Before the Contractor and subcontractors can purchase and/or install certain items, they must submit shop drawings, product data, or samples of the items to the Designer for approval. Those items for which Designer approval is required are identified in the Contract Documents. If acquiring these items requires a long lead time, the Contractor should plan to make these submittals to the Designer promptly so that approvals do not delay delivery.

The Contractor must review and sign all subcontractors' submittals indicating their conformance with the Contract Documents before forwarding them to the Designer for review.

<u>DESIGNER REVIEW AND APPROVAL</u>: The Designer is solely responsible for the review and approval of submittals. Although it may be beneficial to have submittals reviewed by the project representative before approval by the Designer, the final review and approval must be done by the Designer.

<u>SUBMITTAL LOG:</u> The Designer maintains a current record of when submittals and resubmittals are received, returned, and approved. This log is reviewed periodically at job meetings to encourage timely submissions and approvals.

<u>DESIGNER'S ACTION ON SUBMITTALS</u>: When the Designer receives the Contractor's submittal, she should review the submittal right away or send it to the appropriate engineer for prompt review. When a submittal contains only a few items, the Designer or engineer can usually check the items within a week. If the submittal contains more than a few items, the

Contractor sends a written transmittal indicating the order in which the items are to be reviewed. The Designer is required by law to render a decision on the submittal within thirty (30) days after receiving a written submission.

<u>Shop Drawings Submission</u>: The Contractor submits shop drawings to the Designer using a method acceptable to the Designer. This usually includes electronic transmissions. If the shop drawing requires the approval of an engineer the Architect will forward the shop drawings into the submittal log. The Designer notes receipt of the drawing in the Submittal Log. The Designer marks the prints and the original, indicating her action.

SHOP DRAWING APPROVAL: If a shop drawing is approved, the Designer returns approval to the Contractor. The Contractor then provides prints to appropriate members of his staff and to those subcontractors affected by the drawing. Within ten (10) days after receiving an approved drawing, the Contractor submits to the Designer four prints made from the transparency, showing the "Approved" stamp. The Designer keeps two prints and distributes one each to the project representative and the LHA contract officer. LHAs are strongly encouraged to maintain copies of all the approved shop drawings and submittals in an electronic file format. Contact your DHCD construction advisor for assistance with setting up such a file.

SUBMITTALS

See **Appendix C-14** for the Submittal Log

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-

handbook-with-forms.html

3 • PROCEDURES DURING CONSTRUCTION



SHOP DRAWING DISAPPROVAL: If a shop drawing is disapproved, the Designer promptly returns all prints and the transparency to the Contractor with a full explanation of the reasons for disapproval. The Contractor then obtains the necessary material or does the work needed to make the shop drawing approvable. If there is a difference of opinion between the Designer and the Contractor about what is acceptable, they should attempt to resolve the difference(s). If they are not successful, the Contractor has the option to appeal to DHCD. This procedure is covered later under "Work in Dispute."

SHOP DRAWING REVISION: If the shop drawing is marked "Revise and Resubmit," the Designer returns all prints and the transparency to the Contractor. The Contractor should immediately make the appropriate changes and resubmit it using the process described above.

PRODUCT DATA: Product data is processed in the same manner as shop drawings, but the Contractor submits the data to the Designer. Once the data has been approved by the Designer and/or the engineers, the Designer sends three copies back to the Contractor, keeps two copies, and distributes the other two to the project representative and the LHA contract officer. LHAs are encouraged to keep a copy of this approved product data in an electronic file.

<u>PRODUCT SAMPLES</u>: The Contractor must provide two identical examples of all product samples. The Contractor should coordinate the review of samples with other submittals. For example, carpet samples should be submitted along with base molding samples. When color samples are to be reviewed, the Designer may require that all color samples be submitted at the same time so that the complete color schedule can be coordinated and reviewed with the LHA and/or the Sponsor Agency. The Designer has the right to request samples from the Contractor even if they are not specifically called for in the Contract Documents.

<u>Substitutions:</u> In preparing the construction specifications, the Designer may have specified materials either by requiring the use of specific proprietary items, by stating performance criteria, or by listing name brands. *Only when name brand products have been specified are substitutions permitted.*

<u>PROPRIETARY SPECIFICATIONS:</u> By specifying a proprietary item, the Designer has concluded and the LHA Board has agreed that only one manufacturer produces a product that meets the specific requirements of the LHA. The Contractor must use that product or a DHCD approved Equal.

<u>Performance Specifications</u>: By stating performance criteria, the Designer has left it up to the Contractor to choose a product(s) that meets the criteria. The Designer must approve of the Contractor's selection. The Designer must be able to supply the Contractor with the names of at least three products which meet the criteria, should the Contractor request the Designer input.

<u>NAME BRAND SPECIFICATIONS</u>: The Designer specifies name brands to indicate her preference, based on her knowledge and experience. The Designer lists at least three name brands and the product or model numbers for the required items.

Specification by name brand suggests that the Contractor use one of the named products because the Designer has already approved of its use. However, substitutions are permitted when name brands are specified and **only** when name brands are specified. Such substitutions are called "equals" and may only be used after approval by the Designer and DHCD.

<u>EQUALS APPROVALS:</u> When requesting approval of an equal, the Contractor must write a transmittal that clearly indicates that he is submitting the product as an equal. It is the Contractor's or subcontractor's responsibility to prove that the substitution is equal to what has been specified by the Designer. In order to prove that the item is an equal, the Contractor is required by law to demonstrate that the item is equal in quality, durability, appearance, strength, design, and performance to the originally specified item. To do this, the Contractor must provide the Designer with a complete written analysis including all technical characteristics and pertinent information about the originally specified item as well as about the substitute.

If the substitution is acceptable to the Designer, she sends a written recommendation to the DHCD construction advisor. The DHCD construction advisor then solicits written approval from his supervisor The Designer authorizes the substitution by executing an Architect's Supplemental Instructions form. The Designer must have written authorization from DHCD, obtained through the DHCD construction advisor, before authorizing any substitutions.

EQUALS DISAPPROVAL: If the Designer determines that the product is not equal, it is returned to the Contractor with a letter that describes the reasons for disapproval. If the Contractor disputes the Designer decision, he can appeal to DHCD in accordance with the procedure described later under "Work in Dispute."

EQUALS COORDINATION: Whenever a change is caused by the use of an equal, the Contractor must bear full responsibility for all costs relating to the change and for the performance of the substitution. This means that the Contractor pays for **any** modifications required because of the substitution of the equal. For this reason, the Contractor should carefully consider how the equal will impact other elements of the project. The Contractor must secure the original guarantees required by the Contract Documents and any additional warranties needed to ensure adequate performance.

The Contractor must make the request for an equal at least 120 calendar days prior to incorporating the product into the project. If the Contractor wishes to use an equal without giving 120 days' notice to the Designer, or if one of the name brand items listed in the specifications is not readily available, the Designer and DHCD may be able to accommodate the Contractor. Under no circumstances will an equal be considered if the Contractor has been negligent in obtaining the specified item. The Contractor must bear all costs for delays caused by tardy submission.

EQUALS



INTERPRETATION OF THE DOCUMENTS

The Designer is charged with interpreting the Contract Documents. Whenever the Contractor has a question about the meaning or intent of the Contract Documents, the Designer must give the Contractor a timely response. Most of the time these questions can be answered at the weekly job meetings. If a question requires further study by the Designer or engineers, the Designer should make every effort to provide an interpretation at the next weekly job meeting. The Designer notifies the Contractor, project superintendent, project representative, and DHCD construction advisor of any such interpretations and includes them in the minutes of the meeting.

If the Contractor wants a written clarification, he must put the question in writing. This is often called a **Request for Information (RFI)**. When the Designer gets a RFI, she should respond as quickly as possible, but not later than 30 days after receiving the inquiry. If necessary, the Designer advises the Contractor in writing if she needs more than 30 days to respond. If the Designer does not respond within 30 days, or the Contractor does not agree with the interpretation, the Contractor may ask DHCD to resolve the problem, as discussed later in this chapter under "Work in Dispute". It should be noted that the Designer decision with regard to aesthetic issues is final.

If the Contractor disagrees with the Designer response, or does not ask for an interpretation, but proceeds with the work anyway, the Contractor is not entitled to any additional compensation for the work performed and will be responsible for any corrective work, if required. In other words, the Contractor proceeds at his own risk if he chooses to ignore the Designer.

CHANGES TO THE CONTRACT DOCUMENTS

For Projects over \$25,000

In almost every construction project circumstances arise that require changes to the Contract Documents. These changes may be due to unforeseen conditions, design modifications, or changes in details or materials. These changes may be suggested by the Designer, the Contractor, DHCD construction advisor, or the LHA contract officer. Changes in the Contract Documents are made by executing Change Orders or by having the Designer issue a letter Authorizing Minor Changes in the Work.

<u>CHANGE ORDERS</u> are required when there is to be a change in the contract sum, a change in the completion date, or a change in the design intent (*i.e.*, scope of work and/or materials).

An **Authorization for Minor Change in the Work** is used when the change is minor (such as shifting the location of a door a few inches before the wall is framed), when the change is a substitution, or when the change does not require a Change Order.

Once executed, both Change Orders and Authorized Minor Changes become legally binding parts of the Contract Documents. Note that Field Orders are no longer used, only Change Orders or Authorized Minor Change letters.

Timely decisions and the prompt preparation, processing, and approval of Change Orders and Authorized Minor Changes serve to keep disruption of the job and cost increases to a minimum. This generally requires that the activities necessary to process a Change Order, including LHA board approval, all occur within 30 days.

<u>AUTHORIZED MINOR CHANGES IN THE WORK</u>: If the Contractor, after discussing the proposed change with the Designer, verbally agrees with the Designer that the change does not require a change in the contract sum, the completion date, or the design intent, the Designer prepares an letter Authorizing a Minor Change in the Work.

See **Appendix C-15** for Sample Architect's Authorization of Minor Changes in the Work Letter

The Designer should confer with the LHA contract officer, and the DHCD construction advisor before sending this letter. Since Authorized Minor Changes are used only for minor changes that do not affect the contract sum or completion date, a vote of the LHA board is not required.

<u>CHANGE REQUESTS</u>: If a Change Order is required, the Designer prepares a Change Request letter. The Change Request letter includes a complete description of the proposed change, and may accompany a dated, clarification sketch (with the Designer's stamp) showing the materials to be used or revised construction details. Change Requests and clarification sketches are numbered sequentially and recorded in the Change Request Log.

<u>CONTRACTOR PREPARES CHANGE ESTIMATE:</u> The Contractor prepares a Change Estimate in response to the Designer's Change Request.

The Change Estimate provides detailed information about the proposed cost and time extension, if any. The cost of the proposed work may be determined by unit price, lump sum, or, as a last resort, on a time and materials basis. Copies of the Change Estimate are sent to the Designer, the LHA contract officer, the DHCD construction advisor, and the project representative.

<u>UNIT PRICE CHANGE ESTIMATE</u>: The Contractor prepares a Change Estimate based on unit prices when the proposed work involves any item listed in the Unit Price section of the specifications. All Change Estimates involving unit prices must be calculated using the specified values which already include overhead, profit, bonds, and insurance.

Unit prices are sometimes used to deal with changed conditions involving issues such as unanticipated soil conditions when the full extent of the extra work cannot be readily determined before the work begins.

LUMP SUM CHANGE ESTIMATE: In preparing a Change Estimate based on a lump sum, the Contractor estimates the materials, labor, and equipment rental required by the Change Request. If any of the work is unit price work as described above, it must be shown separately from the other work. This is because the Contractor may add the percentage established in the specifications for overhead and profit to the lump sum work but not for any work based on unit prices.

See **Appendix C-16** for a Sample Change Request

See **Appendix C-13** for the Change Request Log

See **Appendix C-17** for a sample Change Estimate

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbookwith-forms.html

3 • Procedures During Construction



TIME AND MATERIALS CHANGE ESTIMATE: In rare instances, Change Estimates may be calculated on a time and materials basis. Typically, this is done when the extent of the work cannot be readily determined, unit prices are not provided, the Designer and the Contractor cannot agree on a lump sum amount, or in cases of extreme urgency. In such cases, the Contractor will be compensated for the actual cost of materials, labor, and rental equipment, plus the percentage for overhead and profit established in the Contract Documents. The project representative monitors this work as described later under "Notification of the Project Representative" and "Documentation".

<u>TIME EXTENSIONS AND CHANGE ORDERS</u>: As part of the review of each proposed Change Order, the Designer must determine how the proposed change will affect the completion date established by the Contract Documents. If the Contractor requests a time extension, he must explain how the change will affect the date of substantial completion. This explanation should refer to the Progress Schedule which was submitted at the start of the job.

Sometimes construction may be delayed because of circumstances beyond the control of the Contractor - such as strikes, or unusually severe weather. If an uncontrollable event occurs, the Contractor must notify the Designer of the delay within twenty days after its occurrence. As with any request for a time extension, the Contractor should thoroughly document how the uncontrollable event affected the completion date. Requests for time extensions should be reviewed and addressed in a timely manner and should <u>not</u> be held until the end of the job.

NOTIFICATION OF SPONSOR OGENCY: For the construction of Chapter 689 projects, Chapter 167 projects, and Chapter 667 Congregate projects, if the proposed Change Order involves a change in the functional aspects of the building, the LHA contract officer should notify the sponsor agency of the proposed Change Order and solicit the sponsor's input. If the proposed Change Order involves a change in the completion date, the contract officer should bring this fact to the attention of the sponsor agency. The contract officer should alert the sponsor agency to possible delays even if no Change Order has been proposed.

<u>DESIGNER DECIDES TO ISSUE CHANGE ORDER</u>: If the Designer agrees with the Contractor's Change Estimate, and if the submitted documents are acceptable or require only minor modifications, the Designer should prepare a Change Order form promptly. If no agreement can be reached, the Designer prepares a Construction Change Directive as described later.

<u>PROCESSING CHANGE ORDERS</u>: The Designer keeps a copy of the proposed Change Order and circulates 1 signed version by email, including all supporting documentation, among the Contractor, LHA contract officer, and DHCD construction advisor for signatures. The signed copy is returned to the Designer.

See **Appendix C-18** for copy of the Change Order Form

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbook-with-forms.html

COVER LETTER: After receiving the signed copy, the Designer prepares a cover letter to the LHA Board explaining:

- ☐ Who requested the change;
- Why the change was necessary;
- ☐ What method was used to establish the cost of the Change Order (lump sum, unit prices, or time and materials);
- ☐ How the time extension, if any, was determined; and
- ☐ A statement that the Change Estimates have been reviewed and that the costs and any time extension are fair and equitable

DHCD CHANGE ORDER REQUIREMENTS

The Designer sends the cover letter and the signed proposed Change Order to the LHA Board with the following supporting materials:

- ☐ The Change Request, including all drawings or sketches, instructions, and product data;
- ☐ Photographs that illustrate the Change Order work;
- ☐ All Change Estimates from the Contractor and any subcontractors, which document how the amount of the change or time extension was determined;
- ☐ Any time and material slips; and
- ☐ All other correspondence pertinent to the proposed Change Order.

<u>Vote by the LHA Board</u>: Because the LHA must vote to approve each Change Order, the Designer should submit any proposed Change Orders in time to be included on the agenda of the next scheduled LHA board meeting. As discussed earlier, prompt processing of Change Orders is critically important. This means the LHA may need to schedule a special meeting to approve proposed Change Orders.

<u>DHCD APPROVAL:</u> All Change Orders require an LHA Board vote. If the Change Order is less than or equal to 5% of the original construction contract or is less than \$5,000, whichever is less, and the cumulative total of change orders is less than 5% of the original construction contract, then the DHCD construction advisor's signature is the only DHCD approval required. Change Orders that do not meet these criteria require the approval of the DHCD Construction Management Director. In these cases, e-mail the Change Order along with supporting documentation to the DHCD construction advisor. The DHCD construction Advisor will then forward the change order to the appropriate DHCD approving authority.

<u>DISTRIBUTION OF CHANGE ORDERS</u>: After DHCD (either the construction advisor or the Construction Management Unit Director, depending on the size of the Change Order) has approved the Change Order, DHCD will email one copy of the signed cover sheet to the LHA. The LHA should distribute copies to the Designer, the Contractor, and the project representative. Only after the Contractor has received a copy of the approved Change Order can he include a request for payment with the monthly Application for Payment. Change Orders that have not been approved by all parties, including DHCD, cannot be submitted for payment.

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See **Appendix C-19** for the Construction Change Directive Form

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbook-with-forms.html

CONSTRUCTION CHANGE DIRECTIVE: If work needs to be done but the Contractor and Designer cannot agree on whether the work is beyond the scope of the contract or cannot agree on the dollar value of additional work or on the amount of time required to perform the work, the Designer should prepare and sign a Construction Change Directive (CCD). A CCD should also be used when the full scope of the work cannot be ascertained and the extra work must proceed. The CCD outlines the scope of work, the dollar upset limit, procedures that may be necessary to differentiate contract work from CCD work, and instructions regarding any inspections by the project representative. CCDs are normally prepared on a unit price basis or on a time and materials basis. The CCD also requires the signatures of the LHA contract officer and the DHCD construction advisor, as well as approval by DHCD Construction Management, Unit Director. The signature of the Contractor is not required.

The Contract Documents require the Contractor to perform the work as directed by the Designer via a fully executed CCD. However, if the Contractor still disagrees with the Designer about the scope of the work, the dollar value of the work, or the time needed to complete the work, he may perform the work under protest. This process is described in detail later under "Work in Dispute."

<u>NOTIFICATION OF THE PROJECT REPRESENTATIVE:</u> Before the Contractor goes ahead with any CCD work, he must notify the project representative every day of his intent to do such work to permit proper monitoring. If the Contractor does not notify the project representative, the Designer may refuse to approve payment for work not monitored by the project representative.

<u>Documentation</u>: As the CCD work proceeds, the project representative keeps a daily record of the actual labor and materials used or removed. In addition, the Contractor prepares daily slips documenting the work done, which slips the project representative signs, acknowledging that the work was done.

These slips, as well as invoices for material and equipment and the CCD itself, will become part of a Change Order.

<u>PAYMENT:</u> No payment can be made from a CCD. The Contractor can only make an Application for Payment for work that is listed on an approved Change Order. Therefore, it is essential that all CCD work be processed into a Change Order as soon as possible.

CONVERTING A CONSTRUCTION CHANGE DIRECTIVE TO A CHANGE ORDER: After the Contractor completes the extra work approved by a CCD, the Change Estimate and copies of time and material slips signed by the project representative are sent by the Contractor to the Designer. The Designer reviews these with the LHA contract officer, the DHCD construction advisor, and the project representative to verify that the labor and material costs accurately reflect the work described in the CCD. As part of this evaluation, the Designer consults with the appropriate engineer(s). If everything is in order, the Designer prepares a Change Order as described earlier. The Change Estimates and time and material slips are attached as backup.

During construction the Designer and Contractor may disagree as to the scope or the acceptable quality of the work required by the Contract Documents. Or they may agree that the work which the Contractor is being asked to perform is extra work (that is, work that is beyond the scope of the Contract Documents) but be unable to agree on the dollar value of the work. Or they agree on the dollar value of the extra work but not agree on the time required to do the work.

REQUEST FOR CHANGE ORDER: In any of these instances the Contractor shall submit such claim or dispute to the Designer in the form of a Change Order request, for her initial review and consideration, subject to further appeal to DHCD as noted below

<u>CONTRACTOR APPEAL</u>: According to the Contract Documents, the Contractor has 21 calendar days from the date he receives the Designer's response to the Change Order request to appeal this response to DHCD. (If no response is forthcoming from the Designer within 30 days after receipt of the Contractor's Change Order request, the 21 day time period begins to run at the end of 30 days from the day the Designer receives the Contractor's request.) The appeal to DHCD must be made in writing directly to the Administrator of the Housing Division by certified mail, (100 Cambridge St, Suite 300, Boston, MA 02114) copy to the Designer and LHA. Failure to appeal within the 21 days will result in the Designer's decision becoming final and binding on the Contractor and LHA. Likewise, the Designer's decision is final if the matter in dispute relates to aesthetic issues, and thus no appeal can be made.

NOTE: The Contractor is the only entity that may submit a Change Order request to the Designer. Subcontractors must act through the Contractor. Subcontractors cannot request a Change Order directly from the Designer. In a like manner, the Contractor, not the Subcontractor, is the proper party to appeal the Designer's decision.

Even if the Contractor has appealed the Designer's decision, DHCD recommends that the parties attempt to resolve the dispute via an informal conference as noted below.

Informal Conference: If a dispute cannot be resolved by the Designer, Contractor and DHCD construction advisor in the field, either the Designer or the Contractor may request an informal meeting to review the matter with the DHCD construction advisor's supervisor. If a Construction Change Directive has been issued relating to the work in dispute, the Contractor continues to proceed with the work as directed. A request for an informal conference does not relieve the Contractor of his obligation to perform the work as directed by the Designer. A request for an informal conference does not change the period of time the Contractor has to appeal the Designer's response to DHCD. The Contractor has only 21 days from the date of the Designer's response to appeal to DHCD.

Because these meetings are informal, no minutes are taken and legal counsel need not be present. The parties do not waive their rights to an appeal to the Administrator because of this meeting. If an agreement is reached and a Change Order is warranted, the Designer prepares a Change Order, which reflects the change in the contract sum and/or the completion date. If the Change Order covers work which is also covered by a Construction Change Directive, refer to the Directive specifically in the Change Order.

WORK IN DISPUTE

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<u>APPEAL TO ADMINISTRATOR</u>: If the previous attempts to resolve the matter fail, the Contractor may appeal the Designer's response to the Administrator as noted above. The Contractor should request a formal administrative conference. Either the Administrator or her designee will conduct the conference. A request for a formal administrative conference does not relieve the Contractor of his obligation to perform the work as directed by the Designer.

At a formal administrative conference both the Contractor and the LHA may be represented by legal counsel and minutes are taken. During the conference each party will be given an opportunity to present its views. The Administrator or her designee will issue a written decision within 30 working days after the end of the conference. This decision is considered final under the provisions of the Contract Documents, but the matter may be appealed to a court of competent jurisdiction if one of the parties believes the decision is not consistent with applicable law.

PAYMENTS TO THE CONTRACTOR

See **Appendix C-12** sample Detailed Applications for Payment

See **Appendix C-20** sample Detailed Application for Payment for Change Orders

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-

handbook-with-forms.html

State law allows contractors to be paid for work completed in the previous month and for certain materials stored on or off site. (Stored materials are discussed later.)

<u>PENCIL DRAFT</u>: Every month, at the field meeting the week before the monthly requisition meeting, the Contractor submits to the project representative a "pencil draft" of the Detailed Application for Payment. The Detailed Application includes payment requests from all the subcontractors and a listing of all approved Change Orders. Copies are distributed to the Designer, the DHCD construction advisor, and the LHA contract officer, all of whom should be present at the meeting.

REVIEW PROCESS: The project representative and the project superintendent review the work completed in the last month and verify the dollar value. In addition, they verify the quantity of materials stored on-site and off-site, if this has not already been done. The Designer checks to see that the total requested fairly represents the percentage of work completed and that a sufficient amount of money will remain in the contract to finish the work after this payment is made. The Designer, the Contractor, the project representative, the LHA contract officer, and the DHCD construction advisor tour the project and look at the work completed in the last month. During this tour the project representative and Contractor discuss any reservations they have about any line items in the pencil draft. The Designer reviews these concerns at the meeting and makes appropriate adjustments.

The monthly requisition meeting is also the time when the Contractor advises the Designer and the DHCD construction advisor that he believes a subcontractor has requested an inappropriate amount of payment. It is important for the Contractor to point this out since the Contractor is required to include all payment requests from his subcontractors on his Application for Payment.

<u>DESIGNER REVIEWS THE PENCIL DRAFT</u>: Since it is the Designer's responsibility to verify and approve the Application for Payment, she should be sure the Contractor has made the following deductions:

- An amount sufficient to cover the fair value of the LHA's existing claims against the Contractor for defective or nonconforming work;
- ☐ An amount sufficient to cover any properly filed demands for direct payment from the filed subcontractors; and
- ☐ A five percent (5%) retention of the total amount of work completed and stored. This retention is in addition to the money already being withheld for defective or nonconforming work.

CONTRACTOR FILLS OUT THE SUMMARY APPLICATION FOR PAYMENT: After the Designer has approved the pencil draft, the Contractor adds up the detailed values approved by the Designer, transfers them by category to the Summary Application for Payment, prepares and signs one copy of the Application and Certificate for Payment, has it notarized, and emails it to the Designer, together with invoices and title certificates for stored materials. The total amount of the Application for Payment should be rounded to the nearest whole dollar.

Many Contractors include a line item on the Summary Application for Payment covering their General Conditions. In these cases the percentage applied to this line item should correspond with the total percentage of work completed on the project. Using a standard monthly amount for General Conditions is not acceptable.

<u>DESIGNER REVIEWS THE SUMMARY APPLICATION:</u> The Designer checks that the Contractor has properly transcribed all information from the pencil draft and added the numbers correctly. If the Designer finds any mistakes in the Summary Application, she must return the entire Application to the Contractor within seven days for corrections. If she has had the Application for more than seven days, she must make the corrections herself.

<u>PHCD REVIEW AND APPROVAL</u>: The Designer approves the Summary Application for Payment, by signing the Application and Certificate for Payment where indicated on the form. The form must also be signed by the LHA contract officer and then the DHCD construction advisor. Always email a copy of the signed Application and Certificate for Payment to the DHCD Construction Advisor who will sign it and email an approved copy back to the LHA.

If the cumulative total of the Applications for Payment is less than or equal to 95% of the amended construction amount (which equals the original contract amount plus approved change orders), then the DHCD construction advisor's signature is the only DHCD approval required, although the Application must still be processed by DHCD (Boston) the DHCD Construction Advisor will email a fully signed copy to Boston for processing.

Applications that do not meet this criterion require the approval of the DHCD Construction Management Unit Director. In these cases e-mail a copy of the Application along with supporting documentation to the DHCD construction advisor, who will forward it to the approving authority.

See **Appendix C-22** for a sample Summary Application for Payment

See **Appendix C-21** sample Summary Application for Payment for Change Orders

See **Appendix C-23** for Application & Certificate of Payment

All Appendix forms are

available on the DHCD webpage www.mass.gov/hed/housing/p h-mod/construction-handbookwith-forms.html

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<u>DISTRIBUTION OF APPLICATIONS FOR PAYMENT:</u> After DHCD (either the construction advisor or the Construction Management Director, depending on how far along the job is) has approved the Application for Payment, DHCD keeps one copy and emails one signed copy to the LHA for distribution to the Designer, Contractor, project representative, and the LHA itself.

<u>LHA Pays THE CONTRACTOR</u>: Once the LHA receives the approved Application from DHCD Construction Management <u>and</u> has received funds from the state treasurer, the LHA issues a check. After the Contractor receives each periodic payment, he makes timely payments to the subcontractors according to the approved amount in the Contractor's Application for Payment.

<u>PENALTY FOR LATE PAYMENT</u>: The LHA must pay the contractor within 30 days after the Designer receives the Contractor's Application for Payment unless the Designer returns the entire Application to the Contractor because of mistakes made in filling out the Application. If the LHA does not make payments on time the Contractor is entitled to daily interest computed at three percentage points higher than the discount rate of the Federal Reserve Bank of Boston starting on the 31st day after the Designer receives the Application for Payment.

STORED MATERIALS: To avoid price increases contractors and subcontractors often order and store materials before they are needed on the job. State law allows the LHA to pay for any properly stored materials as long as the Contractor meets the following three conditions:

- ☐ Approval by the Designer of shop drawings or products;
- ☐ Inspection by the project representative or the Designer to verify the quantities and types of material and that the materials have been properly stored. Proper storage means that the materials are stored in Massachusetts within a one hour drive from the site and are secured from the elements and intruders. When materials are stored off-site the Contractor should allow enough time for this inspection before he includes stored materials in the Application for Payment.
- ☐ Certification of Title and Insurance. The Contractor must present a transfer of title, paid invoices for the materials, and, for any materials stored offsite, a certificate of insurance for all risks.

Once the Contractor meets the conditions listed above he can request reimbursement <u>excluding</u> retainage, transportation, insurance, and handling in the next Application for Payment. All charges for storage, transportation, handling, and insurance are included in the contract price and are not reimbursable to the Contractor. In addition, the Contractor must replace any stolen or damaged materials even after title has been transferred to the LHA. Both the LHA contract officer and the project representative should keep copies of all title certificates, insurance certificates, and invoices for stored materials.

When the Contractor or subcontractors store materials in the same location, they should each mark their materials with the name and location of the project and note the type and quantity of the materials. The materials for each trade should be separated from one another and easily accessible to each subcontractor.

See **Appendix C-25** for sample Transfer of Title for Stored Materials

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/p h-mod/construction-

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ACCEPTING THE PROJECT

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According to the Contract Documents, the project is considered "substantially complete" when "the Owner can occupy or utilize the work for the use for which it is intended." Typically, a project is not considered substantially complete if there are any outstanding deficiencies which could create a significant nuisance or could be a threat to the safety of the residents.

<u>CONTRACTOR'S PUNCH LIST</u>: As the project nears completion the Contractor makes sure that all unfinished or defective items are promptly completed. As part of this effort, the Contractor prepares a punch list which is a detailed list of deficiencies that require correction or completion before the project can be considered complete. The Contractor distributes this punch list to the sub-contractors and directs them to immediately correct all deficiencies on the list. The Contractor should also send a copy to the Designer

<u>DESIGNER'S SAMPLE UNIT PUNCH LIST:</u> The Designer may prepare a preliminary punch list for a sample apartment, to establish the standard of acceptability for the remainder of the project.

MANAGEMENT AND MAINTENANCE IMPLICATIONS: As the project nears completion or as modernization work is completed in occupied units, the LHA maintenance staff should become familiar with the completed work. The staff should schedule visits with the project representative and the Contractor at times that will not hinder the progress of the work. For new construction projects, the LHA should contact the DHCD asset manager to discuss the operating budget and to coordinate furnishings.

<u>CAPITAL PLANNING SYSTEM (CPS) INVENTORY COMPONENT VERIFICATION FORM</u>: An excel spread sheet with a list of the capital building components related to the project building(s) will be delivered to the LHA and Designer with the Low Bid Approval Letter. The CPS Form <u>MUST</u> be completed on or before Substantial Completion by the LHA or Designer. This task is referred to in the Designer's Work Order, Scope of Services, or Request for Services as the "Update of Capital Inventory for the Capital Planning System Phase." If the LHA has opted to exclude this task from the Designer's scope of work, then the LHA must complete this task. Once the CPS Inventory Component Verification form is completed, it must be submitted electronically as an excel spread sheet in conjunction with the Certificate of Substantial Completion (CSC).

<u>NOTIFICATION OF INSPECTION</u>: When the Contractor considers the project substantially complete, he notifies the Designer in writing and requests an inspection. The Designer checks with the engineers, the project representative, and the DHCD construction advisor, to determine if they think the project is ready for inspection.

If the Designer agrees with the Contractor that the project is ready for inspection, the Designer and the Contractor schedule the inspection within five days. The Designer notifies the engineers and the LHA contract officer to confirm their attendance at the inspection.

PREPARING FOR OCCUPANCY

See **Appendix C-26** for Construction Closeout Checklist

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/p h-mod/construction-handbookwith-forms.html

CAPITAL PLANNING SYSTEM INVENTORY FORM



DESIGNER'S
INSPECTION AND
PUNCHLIST

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If the Designer thinks the project is not ready for inspection, she writes to the Contractor advising him of the deficiencies that must be corrected before an inspection can take place.

On modernization projects the official substantial completion will not occur until all of the work is complete in all of the units

<u>THE SUBSTANTIAL COMPLETION INSPECTION</u>: During this inspection, the Designer, engineers, project representative, and LHA contract officer must check every aspect of the project thoroughly. The Designer and engineers prepare their punch lists, which are typed by the Designer and distributed to the Contractor, the DHCD construction advisor, and the LHA contract officer.

<u>CORRECTIVE WORK:</u> The Contractor begins his corrective work and distributes the punch list to the affected subcontractors and directs them to begin their corrective work. Although the Designer should make every effort to include all deficiencies in the punch list, the Contractor is still ultimately responsible for correcting any deficient items, even if they are not included in this list. On modernization projects, it is beneficial to complete corrective work before other new work proceeds to far. This may reduce the need for future corrective work and speed the final completion process

CERTIFICATE OF SUBSTANTIAL COMPLETION

See **Appendix C-27** for the Certificate of Substantial Completion

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbook-with-forms.html

Once the Designer has determined that there are no deficiencies that would prevent use or occupancy of the project, she prepares one copy of the Certificate of Substantial Completion. This is the legal document stating the date that the LHA accepts the project and that the work, with the exception of the punch list items, is substantially complete.

<u>SIGN THE CERTIFICATE</u>: The Certificate is signed by the Designer, the Contractor, and emailed to the LHA for board approval. The LHA then e- mails, the LHA board approved certificate to the DHCD construction advisor along with a copy of the punch list. The construction advisor will then forward the certificate to the DHCD Construction Management Unit for final review and approval. DHCD reviews the Certificate and e-mails a copy of the signed and approved the Certificate to the LHA.

<u>UTILITIES AND KEYS</u>: For new construction projects, the Contractor, with concurrence of the Designer and the LHA, contacts the utility companies to have the utility meters read. The Designer should be sure that all the keys for the project have been properly tagged and turned over to the LHA contract officer.

<u>LHA ASSUMES RESPONSIBILITY FOR THE PROJECT</u>: At exactly twelve noon on the date established by the Certificate of Substantial Completion, the LHA assumes responsibility for the project including normal maintenance.. All guarantees and warranties take effect at this time, and usually, the Designer terminates the services of the project representative.

<u>SCHEDULING UNFINISHED ITEMS</u>: Some projects reach substantial completion in the winter and so the Contractor cannot complete outdoor items like landscaping. In such circumstances, the Contractor should prepare a schedule for finishing major incomplete items. Often projects can be used or occupied in spite of some incomplete items, but this situation should be temporary. The Designer and the DHCD construction advisor can advise the LHA about what level of incompleteness is acceptable and unavoidable.

DHCD insures all state-aided housing developments under a blanket property insurance policy and a blanket comprehensive liability insurance policy. When a new construction project approaches substantial completion, the LHA should contact the DHCD housing management specialist @ 617 573-1225.

PROPERTY AND COMPREHENSIVE INSURANCE

CONSTRUCTION CLOSEOUT PROCEDURES

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After substantial completion, work still remains to be done by the Contractor, the Designer, and the LHA.

- ☐ The Contractor completes the punchlist items.
- ☐ The Designer inspects and approves the punchlist items when they have been completed.
- ☐ The LHA continues to process payment requests in a timely fashion and, at the appropriate releases the five percent retainage to the Contractor.

This process is often referred to as construction project closeout.

The closeout process which is described in detail in this step is also set forth in the following timetable. This timetable is not meant as a replacement for the text, but should be <u>used as a guide</u>. If you have questions about a particular procedure, consult the text which deals with that procedure.

The dates will vary somewhat from project to project, except when the time frame is governed by statute or by contract.

See **Appendix C-26** for Construction Closeout Checklist

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/ph-mod/construction-handbook-with-forms.html

COMPLETION TIMETABLE



Completion Timetable

- Day 0 **Date established by Certificate of Substantial Completion.**
- Day 30 **Evaluation Forms:** The LHA and the DHCD construction advisor complete the <u>Contractor</u> Evaluation Form and send it to Division of Capital Asset Management and Maintenance (DCAMM) and a copy to DHCD. The LHA completes the <u>Designer</u> Evaluation Form and sends it to DHCD.
- Day 45 **Inspection**: The LHA, the Designer, the DHCD construction advisor, and the Contractor inspect all work. The Designer recommends and begins processing either a Partial Release of Retainage or a Certificate of Final Completion.
- Day 50 **Application for Payment**: The Contractor submits an Application for Payment to release some or all of the retainage.
- Day 65 **Payment of Retainage:** The LHA releases either partial retainage or full retainage, depending on the form submitted NOTE: This date is established by statute (M.G.L. Chapter 30 §39K).
- Day 90 **Outstanding Items:** For jobs with a Partial Release of Retainage, the LHA informs the Contractor by certified letter of all outstanding items needing resolution.
- Day 120 **Notification:** For jobs with a Partial Release of Retainage the LHA notifies the Contractor by certified mail that he has 7 days to correct any remaining outstanding items.
- Day 127 **Deadline and Final Payment:** Deadline for Contractor to correct outstanding items. (Seven days after certified notice.) LHA processes the Certificate of Final Completion and final payment.
- Day 270 **Warranty Inspection:** The Designer, the LHA, conduct the nine month warranty inspection. The Designer sends a report of this inspection to the Contractor, who corrects any defective items.
- Day 365 **Warranty Expiration:** One-year warranty period expires. The LHA notifies DHCD and the bonding company if the Contractor has not agreed to correct or has not corrected warranty items. NOTE: This date is established by the Contract Documents.
- Years 1-10 **Report Failures:** The LHA identifies guarantee and other problems and notifies the Contractor and Guarantor and reports any failures to correct problems to the DHCD construction advisor.

<u>OPERATING MANUALS</u>: As the project nears completion, the Contractor obtains two sets of all operating and maintenance instructions or manuals that are required in the specifications. The Contractor collates these into two volumes and submits them to the Designer for approval. Once the Designer determines that the documentation is complete, the contractor sends both volumes to the LHA for use by the maintenance staff. The Designer notes any manuals outstanding as of the date of substantial completion on the punch list.

MAINTENANCE INSTRUCTION: The Contract Documents may require that the Contractor and subcontractors instruct the LHA's maintenance personnel and the service vendor, if applicable, in the proper use and maintenance of the mechanical systems and other equipment. If such instruction is required, the Contractor should schedule training so that the service vendor, if applicable, and the maximum number of maintenance personnel can attend. The person giving the instruction should be qualified to do so.

When the training has taken place, the Contractor should prepare a Certificate of Compliance stating that the LHA's staff and service vendors have been properly instructed in the use of the equipment. The LHA contract officer should sign this Certificate indicating that training has been adequate.

<u>REPLACEMENT PARTS OR MATERIALS</u>: The Contract Documents may also require the Contractor to provide certain spare parts or replacement materials to the LHA. Each time the Contractor delivers a part, he should get a receipt and the LHA should send a copy of the receipt to the project representative for the permanent file. These parts are not to be used to replace or repair items on the punch list.

<u>RECORD DRAWINGS</u>: As the project nears completion, the Contractor must submit all the as-built drawings, including those of the subcontractors, to the Designer. These as-built drawings become the basis of the record drawings. The Designer transfers this information plus information gained from the project representative's records to a set of Record Drawings. Each sheet must be labeled "Record Drawing" and dated. Upon completion, the Designer makes one set (two sets, if requested by the LHA of blackline prints and one copy of an electronically formatted file. As-built drawings outstanding at the time of substantial completion will be included on the punchlist.

The Designer sends the blackline prints, and electronic forms to the LHA who keeps the copies in their files. The Designer should also forward an electronic copy to DHCD's archive vendor for entry into its archive files. It is very important that the LHA keep the blackline prints and electronic files where staff or consultants have access to the information on the drawings.

PREPARATION FOR MAINTENANCE

FINAL COMPLETION DOCUMENTS

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<u>PERMANENT PROJECT FILE</u>: In addition to the record drawings, the LHA should maintain a permanent file of the following:

- ☐ The project representative's files, including shop drawings, submittals, daily reports, Designer's reports, correspondence, progress photographs, change orders, supplemental instructions, test reports, and applications for payment, including documentation for payments for stored materials;
- ☐ Written guarantees for materials or equipment, operating manuals, and maintenance instructions; and
- ☐ The LHA's own files, including change orders, applications for payment, correspondence, completion papers, occupancy permit, Designer's invoices, and all other receipts and records of payments made in connection with the project.

See M.G.L. c.30 §39R

RECORD KEEPING: M.G.L. Chapter 30, Section 39R, which governs record keeping for all public construction work, requires that the Contractor maintain all books, records, and accounts for the project for at least six years after final payment. These records must be kept in "reasonable detail" and must accurately and fairly reflect the transactions of the Contractor relating to the project.

FINAL COMPLETION PROCEDURES

The following material describes the several steps required to close out a project. Some of these steps are quite simple; others are more complex. Some have statutory deadlines that determine when they must be completed; others have deadlines derived from DHCD's cumulative experience. Taken altogether, they can be daunting to the uninitiated. Therefore, in addition to describing the steps in the text below, there is a timetable at the beginning of this section that sets forth the steps in chronological order. The reader is **strongly urged** to read both the text and the timetable to gain a full appreciation of how the various steps relate to one another.

<u>Payment of Retainage:</u> Pursuant to M.G.L. Chapter 30, Section 39K, which governs payments to contractors on public construction jobs, if the Contractor submits an Application for Payment requesting full payment of the five percent (5%) retainage within 65 days from the date of substantial completion, or within 65 days of the date the project is more than 99% complete, whichever occurs first.

However, the LHA should continue to retain sufficient funds to cover:

_	The cost of com	pieting any incomplete or unsatisfactory items of worl	ς,
	The value of any	y demands for direct payment by subcontractors; and	

The cost of completing only incomplete on constitute stem items of world

Any **anticipated** demands for direct payment by subcontractors, as may be indicated by the contractor's record of payments to the subcontractors.

Before the LHA pays any or all of the retainage, the Designer needs to make an inspection. Often the project representative is no longer on the job. It is important that the LHA contract officer coordinate inspections with the Designer, so the Designer does not make wasted trips to the job site.

The latest date that this inspection should be made is approximately 45 days after the date of substantial completion. This allows enough time for the Designer and contractor to prepare the forms necessary for the contractor to be paid all or part of his retainage by the 65th day after substantial completion. These forms are described in detail later in this chapter and are all available on DHCD's web site.

Immediately after the Designer makes her 45-day inspection as described above, she needs to decide whether or not the job is complete in all respects. This decision is important because there are two paths leading to final project closeout. The Designer reviews the status of each of the following items before making this decision:

RELEASE OF RETAINAGE

Punchlist items;
Non-conforming work discovered since the preparation of the punchlist;
Proposed Change Orders;
Subcontractor demands for direct payment from the LHA;
Claims against the LHA by the contractor;
Claims against the contractor by the LHA for late completion;
Complete set of record drawings;
Complete set of operating and/or maintenance manuals;
Adequate maintenance instruction;
Replacement/spare parts; and
Complete set of written warranties/guarantees.

If all these items are complete, the Designer executes a Certificate of Final Completion. If any of these items are unresolved or incomplete, the Designer executes a Certificate for Partial Release of Retainage.

<u>DEMANDS FOR DIRECT PAYMENT BY SUBCONTRACTORS</u>: By statute, certain subcontractors may request payment directly from the LHA if the contractor fails to make a periodic payment to the subcontractor or fails to include in his Application for Payment an amount for labor and materials furnished by the subcontractor. This procedure, and the situation where it applies, is set forth in M.G.L. Chapter 30, §39F. You are strongly urged to read this statute in its entirety.

See M.G.L. c.30 §39F

CONSTRUCTION HANDBOOK

5 • CONSTRUCTION CLOSEOUT PROCEDURES



<u>DAMAGES FOR LATE COMPLETION</u>: Sometimes the contractor will fail to complete the project within the time allowed by the Contract Documents. In those instances, the LHA often incurs added costs, such as payments for the Designer's extended construction supervision, the salary of the project representative, and any lost rental income or subsidy costs. Rather than calculate all these costs, the Contract Documents provide for the LHA to deduct from monies otherwise due the Contractor an amount based on how late the Contractor completed the project. This amount is called liquidated damages, and the daily amount that is to be deducted is stated in the Contract Documents.

Under the terms of the Contract for Financial Assistance between the LHA and the Commonwealth, the LHA is charged with the duty of monitoring the construction contract. Part of this duty entails seeking liquidated damages when appropriate. Therefore, the LHA should closely examine every instance where the contract is not completed on time and, after consulting with the DHCD construction advisor and the Designer, determine if liquidated damages should be assessed.

See **Appendix C-30** for a copy of the Certificate of Final Completion

All Appendix forms are available on the DHCD webpage www.mass.gov/hed/housing/p h-mod/construction-

handbook-with-forms.html

<u>DESIGNER PREPARES CERTIFICATE OF FINAL COMPLETION</u>: If, after the 45-day inspection, the Designer concludes that **all** the items listed above have been satisfactorily completed or resolved, she prepares one copy of the Certificate of Final Completion. After the Designer has completed the top portion of the Certificate of Final Completion, she forwards the form to the Contractor. This can be done by email if it will expedite the process

<u>CONTRACTOR EXECUTES CERTIFICATE OF FINAL COMPLETION</u>: The Contractor signs, dates and has notarized the middle portion of the Certificate. He also prepares the final Application for Payment. The Certificate of Final Completion and the Applications or Payment are then forwarded to the Designer. Emailing these documents is acceptable.

<u>DESIGNER APPROVES CERTIFICATE OF FINAL COMPLETION:</u> The Designer reviews the Certificate of Final Completion and final Application for Payment. If these documents are in order, she signs and dates of both documents and emails the same to the LHA.

<u>LHA Votes to Approve Certificate of Final Completions:</u> The LHA contract officer should review the Certificate of Final Completion and the final Application for Payment received from the Designer. If there are any problems, the contract officer should contact the Designer immediately. If there are no problems, the contract officer should bring up the Certificate for a vote by the LHA board. After board approval, the contract officer should complete the lower portion of the Certificate and e-mail a copy of the Certificate and the final Application for Payment to the DHCD construction advisor.

It is essential that the LHA board act quickly on the Certificate of Final Completion and the Application for Payment because of the statutory requirement that the Contractor be paid his retainage within 65 days from the date of substantial completion and because of the added statutory requirement that the Contractor be paid within 30 days from the date he delivers an Application for Payment to the Designer.

This may require holding a special board meeting.

<u>DHCD REVIEW AND APPROVAL</u>: Upon receipt of the Certificate of Final Completion and Application for Payment, DHCD will check both for accuracy and completeness. If OK, the DHCD Director of Construction Management will sign both and email the approved Certificate and Application for Payment to the LHA for distribution to the Designer, the Contractor. The LHA may now pay the Contractor his final payment.

DESIGNER PREPARES CERTIFICATE FOR PARTIAL RELEASE OF RETAINAGE: IF, after the 45 day inspection, the Designer determines that there are unfinished items from the list described above or if there are other unresolved claims, the Designer does not prepare the Certificate of Final Completion and does not release all of the retainage.

However, the

Contractor is still entitled to receive a partial release of his retainage within the statutory 65 day time period described above in "Payment of Retainage."

Therefore, instead of preparing the Certificate of Final Completion, the Designer prepares the Certificate for Partial Release of Retainage and a monetized punchlist showing the claims and deficiencies at this time. This monetized punchlist supersedes the punch list prepared at the time of substantial completion. The Designer assigns a dollar value to each item on the list and then totals these amounts. After the Designer has completed the top portion of the Certificate for Partial Release of Retainage, she forwards the form, along with the monetized punch list, to the Contractor. Email is acceptable to expedite this process.

<u>CONTRACTOR EXECUTES CERTIFICATE FOR PARTIAL RELEASE OF RETAINAGE</u>: The Contractor signs, dates and has notarized the middle portion of the Certificate. He also prepares an Application for Payment reflecting the reduction in retainage noted by the Designer in the top portion of the Certificate. The Certificate for Partial Release of Retainage, the monetized punchlist, and the Applications for Payment are then emailed to the Designer.

<u>DESIGNER APPROVES CERTIFICATE FOR PARTIAL RELEASE OF RETAINAGE</u>: The Designer reviews the Certificate for Partial Release of Retainage and the Application for Payment. If these documents are in order, she signs and dates both documents and forwards the same to the LHA. Again, email is advised to expedite the process.

<u>LHA REVIEW, DHCD REVIEW, AND LHA PAYMENT</u>: The Certificate for Partial Release of Retainage and the Application for Payment are processed in the same manner as the Certificate of Final Completion. Follow the sequence of LHA approval, DHCD approval, and payment to the Contractor described previously. As with the Certificate of Final Completion, it is critical that the LHA board act quickly on the Certificate for Partial Release of Retainage, and accompanying Application for Payment in order to avoid having to pay the Contractor interest because he did not receive his payment in a timely fashion.

See **Appendix C-29** for a copy of the Certificate for Partial Release of Retainage

All Appendix forms are available on the DHCD webpage

www.mass.gov/hed/housing/p h-mod/constructionhandbook-with-forms.html

CONSTRUCTION HANDBOOK

5 • Construction Closeout Procedures



COMPLETION OF PUNCHLIST WORK: Immediately after the Certificate for Partial Release of Retainage is issued, the Contractor begins to complete or correct each item on the monetized punch list. When the Contractor has finished, the Designer again inspects the work. If all work has been satisfactorily completed and there are no unresolved claims, the Designer prepares five copies of the Certificate of Final Completion, which is processed as noted above. If the Contractor does not fix the items on the monetized punch list in a timely manner, the LHA may have the work done under a separate contract and back-charge the Contractor. To do this, the LHA needs prior written permission from DHCD.

WARRANTIES AND GUARANTEES

<u>CONTRACTOR'S WARRANTY</u>: The Contractor and subcontractors must correct at their own expense any defective items or items not in conformance with the Contract Documents for one year from the date of substantial completion. During this period the LHA should promptly send written notice to the Contractor describing any items that need attention or replacement. If the Contractor or any subcontractors fail to do the corrective work or if the LHA finds that the same items are continually failing, the LHA should notify the Designer and the DHCD construction advisor.

<u>NINE MONTH INSPECTION</u>: Approximately nine months after the date of substantial completion, the Designer conducts an inspection of the entire project to discover any problems the Contractor is obligated to correct under the terms of the Contractor's warranty. The Designer should be accompanied by the LHA executive director, the DHCD construction advisor, and the Contractor, if the Contractor chooses to attend. The LHA should also designate a maintenance person and someone from the service vendor, if applicable; to join the inspection group since these persons may be helpful in distinguishing warranty-related problems from maintenance problems and ordinary wear and tear. Additionally, the Designer may be able to offer useful maintenance suggestions.

Immediately after the inspection is complete, the Designer prepares a formal list of all problems encountered during the inspection that are to be corrected by the Contractor. To give the Contractor adequate time to respond to this list, the Designer mails it, return receipt requested, to the Contractor within two weeks of the inspection. Failure to notify the Contractor promptly may result in the LHA having to spend money and time to correct problems that are the Contractor's responsibility. This, in turn, may cause the LHA to seek reimbursement from the Designer.

The Designer also sends copies of this list to the LHA executive director, and the DHCD construction advisor.

When the Contractor receives the list of non-conforming warranty items, he should immediately proceed to correct them. If some of the items require the work of subcontractors, it is the responsibility of the Contractor to contact the subcontractors and to see that their work is done correctly.

One month after the completion of the inspection the Designer should contact the Contractor for a report on the progress of the work and to schedule a reinspection. In the event the Contractor fails to satisfactorily perform the warranty work identified by the Designer, the LHA should notify the DHCD construction advisor immediately.

MANUFACTURERS' GUARANTEES: The Contractor must deliver any manufacturers' guarantees or warranties to the Designer before final payment to the Contractor can be made. Failure by the Contractor to deliver a required guarantee or warranty constitutes a failure to fully complete the work in accordance with the Contract Documents. The Designer will include any outstanding guarantees on the punch list.

Problems that occur more than one year after substantial completion should be investigated to see if they are covered by manufacturer's guarantees. The LHA should include in its maintenance plan scheduled inspections of all guaranteed items well before the guarantee expires. To help keep track of items under guarantee, DHCD suggests that the LHA create a project master list of all guaranteed items.

If the LHA has recurring problems with any item covered by a manufacturer's guarantee, the LHA contract officer should consult with the Designer, notify the DHCD construction advisor, and contact the actual guarantor. As is the case with the Contractor's warranty, it is essential that guarantee problems be reported in a timely manner. Otherwise, the LHA may have to spend money to fix problems that are a manufacturer's responsibility. Failure of a manufacturer to honor a guarantee should be reported promptly to the DHCD construction advisor so that this information can be incorporated into the DHCD Design Guidelines and Construction Standards.

<u>FAILURES IN DESIGN, MATERIALS, OR WORKMANSHIP</u>: You may find that the building, its components, or its equipment are not performing as anticipated. In the course of routine maintenance and inspection you may note problems that require maintenance beyond that addressed in the maintenance plan. Either situation may mean a failure in design, materials, or workmanship requiring special effort to resolve.

If you believe you have such a problem, contact the DHCD construction advisor immediately. He informs DHCD staff who will assist in the investigation and resolution of the problem. Successful resolution of such problems requires planned, coordinated inspection and analysis of the building or equipment. The Designer, the Contractor, and manufacturers may all need to be involved.

Note: Do not use consultants to investigate problems unless you have obtained prior written approval from DHCD. DHCD cannot pay for consultants engaged in such investigations without its prior written approval.

www.mass.gov/dhcd 42 August 2016

APPENDICES

APPENDIX C-1

PROJECT RE	PRESENT	ATIVE'S DAILY	REPORT		Pg of Report No Date:				
Architect:					Day.	M T	W	Th	F
Project:				Contrac	ctor: _				
Superintendent	:								
Weather: 8:00	am		Noon: _		_	4:0	0 pm _		
Temperature:	8:00 am		Noon:		_	4:0	0 pm _		
PERSONNEL COUNT	Spec Sect	Contractor	Trade	Foreman	Jou	rneymen	Help	ers	Total
General Contractor:									
contractor.									
Subcontractors									
Total:									
NOTES:									
Number Key to ins 1. Work performe 2. Work performe	d by General	Contractor		10. Site meeting	g particip	oants and d	iscussion	or action	ı taken, contractors
3. Work items or 6	extra started			seeking com	pensatio	on, item lab	or and ma		taken, contractors
4. Work item or ex5. Potential or enc6. Serious acciden	ountered dela				d equipn	nent for ins	tallation re	ceived, c	compliance to specs
7. Visitors and rea	isons			15. Item in 14 c		r			
 Testing or inspect. Equipment on s 									

Signature:

Copies to:

PROJECT R	EPRESEN	TATIVE'S DAILY R	EPORT			Report No	of <u>1</u>			
Architect:	ABC	<u>Architects</u>			-	Date: 5/22/8		/ Th F	1	
Project:	Enfi	ELD 705-2	(Contract	or:	RST CONSTR	UCTION_			
Superintende	nt: PETE	CR PERCH								
Weather: 8:0	00 am	Rain	Noon:	Rain		4:00	pm Rair	1		
Temperature:	8:00 am	45°	Noon:58°			4:00 pm55°				
PERSONNEL COUNT	Spec Sect	Contractor	Trade		Foreman	Journeymen	Helpers	Total	_	
General Contractor:	02204 04200 06100 09250	Utilities Inc. Brickit, Inc RST Construction Gypit Company	Labore: Masons Carpen	ters	1 1 1	2 6 4 4	1 1 2 3	4 8 7 8	_	
Subcontractors	07510 14210 15400 15500 15300 16000	Coverall Roofing Highlife Inc Full Flo Plumbing Northwind Co Wetmatch Inc Live Wire Elect.	Roofer Elevato Plumbe: Pipefi Pipefi Electri	rs tters tters	1 1 1 1 1	6 1 2 1 1 3	1 0 0 0 0 0 2	8 2 3 2 2 6	-	
Total:					10	30	10	50	- -	
Ma Car Dry (2) Roc Ele Plu	sons showed penters insta wall carpent ofers unloadd wator mecha mbers instal	backhoe installing Sanitar up @ 7:30 left at 10:00 d alling blocking in apts. 20: ters installing metal studs ed five rolls of membrane nics setting rails in shaft ling sanitary risers #2 and rs setting pipe hangers at	ue to rain 5-210 on 4th floo roof and te	or		left site @ 11:00 d	lue to rain.			
Fire Electron (7) Mr.	e Protection ctricians pul . Rogers, RS	pipefitters setting standpi ling feeders to 2nd floor T Construction Co Inspe Enfield Building Inspector	pe @ stair ecting Proj							
Number Key to a 1. Work perform 2. Work perform 3. Work items of 4. Work item or 5. Potential or e 6. Serious accid 7. Visitors and 18. Testing or ins 9. Equipment of	ned by Gener ned by Subco or extra started extra comple ncountered dents reasons spection	al Contractor intractors 1 eted		11. Va sec 12. De 13. M 14. W	nriations from eking comp escription o aterials and	participants and disc om plans and specs. censation, item labor f job incidents and requipment for instal ceting specifications rrected	instigator, action and materials remarks lation received,			

Signature:

Copies to:

ENFIELD HOUSING AUTHORITY

123 Reservoir Street Enfield, Massachusetts 01234

Telephone (403) 555-1234 Fax (403) 555-4321

30 February 2000

RST Construction, Inc. Box 100 Enfield, MA 01234

Re: Enfield H.A. Project 667-3

Enfield, MA

NOTICE TO PROCEED

Gentlemen:

Pursuant to the terms of your Contract dated January 12, 1992, for the Modernization of Kitchens for this Authority, at Project 667-3, you are hereby notified to commence work at the start of the business day on March 1, 1992. The time for the completion set forth in the Contract is Three Hundred Sixty-Five (365) consecutive calendar days, including the starting date which establishes February 28, 1993 as the Contract Completion Date.

You are informed that Ms. Bertha Gold has been appointed Contract Officer and is duly authorized to administer your Contract for and in the name of this Authority. In case of her inability to act in this capacity at any time, Mr. Charles F. Chubb has been designated as an alternative.

You are instructed to submit, without delay, your Construction Progress Schedule and a breakdown of your Construction Price on a copy of the Application for Payment continuation sheet. A copy of the continuation sheet can be found at Appendix C-24 of the CONSTRUCTION HANDBOOK.

Please acknowledge receipt of this correspondence by executing and dating the original and three (3) copies of this Notice and returning the noted three (3) copies to this Authority.

.
Sincerely,
Robert J. Olsen Executive Director
Accepted:
RST Construction, Inc.

By: Dated:

Our tax exempt number is #000-000-000.

PROJECT DIRECTORY

ENFIELD HOUSING FOR FAMILIES 705-2 200 SWIFT STREAM DRIVE ENFIELD, MA 01234

EMERGENCY PHONE NUMBERS

Enfield Police: 911Business Phone: (403) 555- 3298 **Enfield Fire Dept: 911**Business Phone: (403) 555-5967

Enfield Ambulance (403) 555-9999 DIG SAFE (800) 344-7233

Owner: Enfield Housing Authority Office Phone: (403) 555-1234

123 Reservoir Street Office FAX: (403) 555-4321 Enfield, MA 01234

Executive Director: Robert J. Olsen **Home Phone:** (403) 555-5678

Chairman: Charles F. Chubb

Maint. Supt: Rita Mollusk (403) 555-9876

Department of Housing and Community Development

Construction Management Unit 100 Cambridge St., Suite 300

Boston, MA 02114

Construction Advisor Randy Waters **Office Phone:** (617) 573-1173

Cell Phone: (617) 571-4860

MBE/WBE Coordinator Candace Tempesta Office Fax: (617) 573-1335

Office Phone (617) 573-1507

Office Fax: (617) 573-1507

General RST Construction Company, Inc. Office Phone: (403) 555-8888

Contractor: Box 100 **Office Fax:** (403) 555-7777

Enfield, MA 01234

Project Manager:Roy RogersHome Phone:(403) 555-1111Project Superintendent:Peter PerchSite Phone:(403) 555-2222

Home Phone: (403) 555-6767

Architect: ABC Architects, Inc Office Phone: (403) 555-3434

324 Bass Street Office Fax: (403) 555-4444 Enfield, MA 01234

Project Captain: Michele Pike Cell Phone: (403) 646-0909

Principal in Charge: Alan Albacore (403) 646-0909

Project Representative: Calico Jones Site Phone: (403) 555-2332

Site Fax (403) 5553223

Housing For Families and Elderly State-Aided Project: 705-2

Enfield, Massachusetts

PROGRESS SCHEDULE

General Contractor: RST Construction Architect: ABC Architects, Inc. Owner: Enfield Housing Authority

January 12, 2000

	Description	Value				T			000	1						2001			
	1		Ma		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	100
-	Bonds & Permits	72,000		87	100	2.5				- 4				400					100
000	General Conditions	275,000		21	28	35	47	50	57	64	78	86	97	100					
200	Earthwork	222,000	0	14	42	71	91				91 95	100							
00	Paving	47,000										0 100							
00	Site Utilities	110,000	0	10		53	74	95	100										87
10	Foundation Drains	34,000			0 8	28	50	72	94	100									
00	Site Improvements	38,000							0 50		50 15		100						
00	Landscape	31,000							0	50	100								
00	Concrete	391,000	0	5	28	51	74	95		95 100									75
-	Structural Steel	35,500			0 10	32	55	77	100										
00	Rough Carpentry	299,578			0 10	33	56	49	100										
92	Trusses	14,000				0 25	50	75	100										
0	Finish Carpentry	95,000							0 11	27	44	60	76	93	100				62
30	Waterproofing & Damp	33,000				0 8	46	83	100										
0	Insulation	82,000					0 14	34	53	72	91	100							
0	Shingles	50,000				0 12	37	63	. 88	100									
0	Siding	80,000				0 12	37	93	88	100									50
)	Joint Sealants	10,000					0 17	33	50	67	83	100							
0	Hollow Metal	17,000							0 20	40	80	80	100						1
0	Wood Doors	13,000					1				0 21	43	64	85	100				1
0	Special Doors	15,000				0 12	A 1	71	100										3′
0	Wood Windows	56,000				0 14	43	57	100										Ϊ
0	Hardware	13,000									0 20	40	60	80	100				-1
0	Gypsum Drywall	160,000					0 15	35	55	75	95	100							1
0	Tile	18,190								0 33	87	100			•				2:
0	Resilient Floors	32,000				/				0 5	26	48	69	90	100				
0	Carpet	22,000				7				0 5	36	48	69	90	100				1
0	Painting	125,638				/		0 4	22	41	59	77	95	100					"
0	Tub & Bath Access	3,500										0 33	67	100					1
0	Kitchen Appliances	22,000			/										0 100				12
0	Cabinets	43,000					†	†		0 25	51	76	100	İ				***************************************	" "
0	Plumbing	190,716				0 14	37	52	71	91	100	. 0	130						"
0	HVAC	183,875				0 14	33	52	71	91	100			†	•			•	"
0	Electrical	110,000	†			0 13	32	50	68	87	95			95 100	†	t			09
	TOTALS	\$2,915,183	138,0)65	281,529	636,695	933,247		1,802,109	37	,,,			22 100					┪
	Accum. Monthly V		172,8		419,545	798,545		1,257,624	1,887,309	2,045,991	2,306,235	2,524,045	2.701.015	2.791.856	2,856,150	2.915.183			+
	Accum. Anticip		5.9		14.4%	27.4%	\rightarrow	43,1%	57.9%	70.2%	79.1%	86.6%	92.7%	95.8%	98.0%	100%			1
		ctual Percent	4.7		9.7%	21.8%	33.9%	42.9%	55.0%										1

Anticipated	Actual	 Actual Work	Winter
Progress	Progress	Periods	Months

Payment Application Number: Period to:

A	В	C	D	E	\mathbf{F}	G	H	I
Spec. Section	Description of Work	Scheduled Value	Previously Approved	Completed this Period	Materials Stored Not in D or E	Total Completed and Stored to Date D+E+F	%	Balance to Finish
	Primary Service Secondary Service Main distribution Panel Apartment Panels Feeders Rough wiring Finish wiring Light fixtures Fire alarm-rough Fire alarm-master box Intercom - rough Intercom - finish Emergency call - rough Emergency call - finish MATV Site - rough Site - finish	\$3,500 \$5,000 \$5,000 \$2,000 \$2,500 \$8,000 \$4,500 \$20,000 \$1,500 \$6,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$4,000 \$2,000 \$3,000 \$4,000						
		\$73,000						

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A	В	С	D	E	F	G	Н	I
Spec. Sectio n	Description of Work	Scheduled Value	Previously Approved	Completed this Period	Materials Stored Not in D or E	Total Completed and Stored to Date D+E+F	%	Balance to Finish
	General Conditions Bonds & Insurance Demolition Earth Work Site Utilities Site Improvements Pavement Landscape work Concrete Masonry Structural Steel Misc. Metals Rough Carpentry Finish Carpentry Kitchen Cabinets Waterproofing & Caulk'g Insulation Roofing & Flashing Roof Specialties Metal Doors & Frames Wood Doors Bifold Doors Wood Windows Finish Hardware Glass & Glazing Gypsum Wallboard Ceramic Tile Resilient Flooring	\$90,000 \$22,000 \$27,000 \$9,000 \$5,000 \$10,000 \$12,000 \$13,000 \$13,000 \$5,000 \$13,000 \$15,000 \$4,000 \$4,000 \$1,000 \$1,000 \$2,000 \$4,000 \$1,000						

A	В	C	D	E	F	G	Н	I
Spec. Section	Description of Work	Scheduled Value	Previously Approved	Completed this Period	Materials Stored Not in D or E	Total Completed and Stored to Date D+E+F	%	Balance to Finish
	Carpet Painting Misc. Specialties Bath Specialties Appliances Chute & Compactor Window Treatment Elevator Plumbing Heating & Ventilating Fire Protection Electrical	\$13,000 \$21,000 \$2,000 \$4,000 \$15,000 \$4,000 \$41,000 \$45,000 \$12,000 \$57,000						
		\$854,000						



CONTRACTOR'S WEEKLY MANPOWER REPORT

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT



		Housing Au	thority	Development No.		Contrac	ct Amount: \$	
General Contra	actor:					Minority	y Goal:	
Name of Contr	ractor Filing	Report:				Trade(s	s):	
Week Ending:				Report No.:		Check Here if you	u are a non-filed S	Subcontractor:
Check He	ere if this is a	a Final Report		Date Work Began:		Date Work Comp	oleted:	
Job Category	# Employees	Weekly Total Manhours	# Min	Weekly Total Minority Manhours	Weekly % Minority Manhours	Total Manhours to Date	Total Minority Manhours to Date	%of Minority Manhours to Date
Mail Reports to	: Awa	arding Housing A	uthority	<u> </u>	Prej	pared by:		
						e:		
					Date			20



QUARTERLY PROJECTED WORK FORCE

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Name of Contract	or:			
Address:				
Telephone:		Fax:		
Trades to be Utiliz	zed:			
Estimated Total F	lours to Complete Work			
Total Contract Do	ollar Value:	Name	e of Project:	
Quarter:	Jan 1 - Mar 31 🔲 Ap	r 1- Jun 30 🔲 Jul 🕏	1 - Sep 30	200
Week Ending	Projected Total Hours of all Personnel	Projected Total of All Minority Hours	Trades Used this Week	
Note: A revised t	able must be submitted if	any changes on project	ctions occur.	
	Signature	Prepared by:		
		Title:		
		Date:		



Massachusetts Department of Housing and Community Development



CONTRACTOR'S AFFIDAVIT OF PAYMENTS TO MINORITY BUSINESS ENTERPRISES (GC FORM)

Date:			
TO: Department of Housing & 0	Community Development	From:	
Candace Tempesta, Con 100 Cambridge St, Suite 3 Boston, MA 02114	tract Specialist	Name	of Contractor
Phone (617) 573-1507 Fax: (617) 573-1515		,	Address
		City	v, State, Zip
RE: Contract for	Housing Authority	Project No	
Original Contract Amount		Recording Period Ending	_
 Shall submit this form quarterly or a Shall maintain on this project a perpercentages required in the contra Have subcontracted with the follow WBEs in an amount equal to not le the time of contract execution; and Have made the following payments 	cent ratio of minority employee ma ct documents; ing MBEs in an amount equal to a ss than 5% of the contract price, fo	n-hours in each job categorat least 12% of the contract or this project as enumerate	ory of not less than the
MBE/WBE Work Perfe	ormed Subcontract Amount	Total Payments to Date	Payments this Quarter
In WITNESS WHEREOF , the undersig	ned has signed and sealed this ins	strument under the pain and	d penalty of perjury.
		Name of General Contra	actor
		Signed and Sealed	
Subscribed and sworn before me this My Commission Expires	Day of	200	

ARCHITECT'S MINUTES OF MEETING

ABC ARCHITECTS, INC.

324 Bass Street Enfield, Massachusetts 01234 Phone: (403) 555-3434

RE: Enfield Housing for the Elderly 667-3

Field Meeting #11 March 10, 1980

Present: Michele Pike ABC Architects

Calico Jones ABC Architects (Project Representative)

Bill Jones DHCD Construction Advisor

Ray Rogers RST Construction

Peter Perch RST Construction (Superintendent)

. The minutes of the previous meeting were read and accepted by all present with the following exceptions:

Old Business:

- 7.6 Water Closets: Michelle Pike indicated she has reviewed the suggestion of changing the waterclosets to floor outlet with the plumbing engineer. The recommendation to accept them as equal to that specified will be forwarded to DHCD for approval.
- 9.3 <u>Layout Peter Perch informed the Architect that there were two areas where he had previously questioned the kitchen/bath layout.</u> These have been resolved.
- 10.2 Should have read 3' 0" not 30"
- 10.4 R. Rogers indicated he agreed to proceed on the extra work but would do so under protest. Peter Perch was reminded to notify Calico Jones before protested work is started.

New Business:

- 11.1 Gas Service Ray Rogers indicated the local gas company had questioned the size of the new gas line into the project. Michele Pike said this was all reviewed prior to preparation of the drawings. She will call the Gas Co.
- 11.2. <u>Grades</u> Michele Pike asked Peter Perch to check the existing grades in the NW corner of the site. Peter would have them for the next week's meeting when the site engineer would be present.
- 11.3. Window Submittal Bill Jones requested the Arch./G.C. provide additional data on the windows which are being submitted as "equal". Bill also reminded the contractor a sample window will be selected from those delivered to site and the window sub. will deliver it to the testing lab. for air and water infiltration tests.

Field Observations:

- 11.4. The excavation contractor is rough grading the site.
- 11.5. Form work has begun for walls on "A" line.
- 11.6. The plumber has delivered a trailer to the site.

Discussions of this meeting have been recorded as understood by this writer. If there are any omissions or corrections, please contact the writer. Next meeting is March 17, 1980 at 9:00 A.M. unless notified to the contrary, these notes are assumed accurate.

Prepared by Michele Pike, Architect	cc:	All present
		Enfield Housing Authority
		DHCD, Project Manager - Boston Office

A	В	С	D	E	F	G	Н	I
Spec. Section	Description of Work	Scheduled Value	Previously Approved	Completed this Period	Materials Stored Not in D or E	Total Completed and Stored to Date D+E+F	%	Balance to Finish
	Primary Service Secondary Service Main distribution Panel Apartment Panels Feeders Rough wiring Finish wiring Light fixtures Fire alarm-rough Fire alarm-finish Fire alarm-master box Intercom - rough Intercom - finish Emergency call - rough Emergency call - finish MATV Site - rough Site - finish	\$3,500 \$5,000 \$5,000 \$2,000 \$2,500 \$8,000 \$4,500 \$20,000 \$1,500 \$6,000 \$2,000 \$1,000 \$1,000 \$1,000 \$1,000 \$2,000 \$3,000 \$4,000	\$3,500 \$1,000 0 0 0 \$4,000 0 \$800 0 \$1,000 0 \$800 0 \$500 0	0 \$1,000 0 \$1,000 \$1,000 0 0 0 0 0 0 \$100 0 \$500 0	0 0 \$3,000 \$1,000 \$500 0 0 0 0 0 0 0 0 0 0	\$3,500 \$2,000 \$3,000 \$1,000 \$1,500 \$5,000 0 \$800 0 \$1,000 0 \$1,000 0	100 40 60 50 60 62 0 0 53 0 0 100 0 90 0 50 0	0 \$3,000 \$2,000 \$1,000 \$1,000 \$3,000 0 \$700 0 0 \$100 0 \$1,000
		\$73,000						

CHANGE REQUEST LOG

Date:
Project:
Contractor:
Architect:

Change Request No.	Date of Request	Description	Subs Involved	Change Estimate Date	Dollar Amount	CO#	Remarks

SUBMITTAL LOG

SUBMITTAL LOG

Project:							_ Page	Of		
Contr	actor								_	
Rec'd Date	Spec Section	Trade	Item	Copie s Rec'd	Consultant	Date Sent	Copies Sent	Return Date	Actio	on/Date
			General Contractor's Approval						☐ Approved ☐ Approved a ☐ Revise & Re ☐ Disapprove	esubmit
			General Contractor's Approval						☐ Approved ☐ Approved a ☐ Revise & Re ☐ Disapprove	esubmit
			General Contractor's Approval						☐ Approved ☐ Approved a ☐ Revise & Re ☐ Disapprove	esubmit
			General Contractor's Approval						☐ Approved ☐ Approved a ☐ Revise & Re ☐ Disapprove	esubmit
			General Contractor's Approval						☐ Approved ☐ Approved a ☐ Revise & Re ☐ Disapprove	esubmit
			General Contractor's Approval						☐ Approved ☐ Approved a ☐ Revise & Re ☐ Disapprove	esubmit
			General Contractor's Approval						Approved Approved a Revise & Re Disapprove	esubmit
			General Contractor's Approval						☐ Approved ☐ Approved a ☐ Disapprove ☐ Revise & Re	d ted

ABC ARCHITECTS, INC.

324 BASS STREET ENFIELD, MA 01234

Phone: (413) 555-3434 Fax (413) 555-4444

May 22, 2000

Mr. Ray Rogers, Project manager RST CONSTRUCTION COMPANY, INC. PO Box 100 Enfield, MA 01234

RE: Enfield 705-1

Minor Change in Work #1

Dear Mr. Rogers:

Pursuant to our discussion during my tour of the Work after today's weekly field meeting, this letter confirms my instructions to reverse the door swing on the basement doors in the even numbered apartments. The new door swing shall be as shown on the attached clarification sketch SK-16. This change may affect the location of the light switches that have yet to be installed. You should coordinate this modification with your electrical subcontractor.

It is agreed that there is no change in Contract Sum or Contract Time as a result of this minor modification. Should this not be your understanding please advise me before proceeding with any work.

If you have any questions feel free to contact me at (413) 555-3434.

Sincerely,

Michele Pike Project Architect

Attachment: SK-16 Basement Door Clarification

cc: DHCD Construction Advisor w/attachment
Enfield H.A. Executive Director w/attachment
Project Representative w/attachment
Electrical Consultant w/attachment

ABC ARCHITECTS, INC.

324 BASS STREET ENFIELD, MA 01234

Phone: (413) 555-3434 Fax (413) 555-4444

May 22, 1995

Mr. Ray Rogers, Project Manager RST CONSTRUCTION COMPANY, INC. Box 100 Enfield, MA 01234

RE: Enfield 705-1

Change Request #4

Dear Mr. Rogers,

Pursuant to our conversation at the weekly field meeting this morning, please submit an itemized quotation for changes in the Contract Sum and/or Contract Time resulting from the proposed revision to the grades and construction of a retaining wall, approximately 50 feet in length, along the back of Building 3. More specific details can be found on the attached clarification sketch SK-15. These details should be compared to the grades and details shown on Drawings L-3 and L-4. All proposed work shall be performed in accordance with other conditions of the contract.

Your attention is directed to Article 8 of the General Conditions which clearly spells out the manner in which a change estimate may be prepared.

This request is not a change order nor is it a directive to proceed with any revised work. Once I receive your change estimate I will review it with the Enfield H.A. and the DHCD construction advisor and notify you accordingly. Hopefully we can review your change estimate at our weekly field meeting on May 29, 1995.

If you have any questions feel free to contact me at (413) 555-3434.

Thank you for your prompt attention to this matter.

Sincerely,

Michele Pike Project Architect

Attachment: SK-15 Building 3 -Grading Changes

cc: DHCD Construction Advisor - w/attachment
Enfield H.A. Executive Director w/attachment
Calamari Landscape Architects - w/attachment
Project Representative w/attachment

RST CONSTRUCTION, INC. BOX 100 ENFIELD, MASSACHUSETTS 02134

March 10, 1995

ABC Architects, Inc. 324 Bass Street

Enfield, Massachusetts 01234

ATTN: Ms. Michele Pike RE: Enfield 705-1

Dear Michele:

We submit our cost for extra work outlined in your change proposal of February 17, 1995, adding additional finished space in the Community Building.

General Contractor:

Labor:	120 carpenter hours @ \$13.00 40 laborer hours @ \$10.00	\$1560.00 <u>400.00</u> \$1960.00	
Materials	s: 2 X 4's - 1500 BF @ \$22.00 Nail and Misc.	\$250.00 <u>50.00</u> \$ 300.00	
Sub total	GC Labor and Materials		\$ 2,260.00
	and Profit 15% and Taxes	\$ 339.00 <u>490.00</u> \$ 829.00	

GC Work Total \$3,089.00

Subcontractors: (See Enclosed Estimates)

 Drywall
 \$ 500.00

 Painter
 \$ 200.00

 Resilient Floor
 \$ 200.00

 Electrical
 \$1,500.00

 :
 \$ 2,400.00

 10% General Contractor
 \$ 240.00

Subcontractors Work Total	\$2,640.00 \$ 5,729.00
1% Bond Premium Grand Total	57.29 5,786.29
Say	\$5,786 .

If you wish for us to proceed with this work, please issue a formal Change Order.

Very truly your,

Ray Rogers RST Construction, Inc.

cc: Enfield Housing Authority DHCD Construction Advisor Project Representative



CHANGE ORDER		Numb	er
Owner:	Housing Authority	Date: FISH	No:
Development Number(s):	_		
Contractor:		Architect:	
Fax:			
Email:		Email: he General Conditions of the Contract:	
The Work described above s	hall (increase) (decrease) (not affect) the Contract Sum by	\$
The Work described above	represents an increase	in the <u>Original</u> Contract Sum of	%
The effect of all Change C Contract Sum by:	orders (including this one	e) is to increase in the <u>Original</u>	%
The Work described above s	hall (increase) (not affe	ect) the Contract Time by	calendar days
 A. The aforementioned B. The rights of the Ow C. All claims against the D. This change order is 	ner are not prejudiced. Owner which are incidental to o not valid until approved by the (eby is subject to all contract stipulations and or a consequence of the aforementioned char Dwner, Architect, and DHCD. rewith, including adjustment to contract sun	nge are satisfied.
The above named Housing Aut	hority met on	and voted to approve this	Change Order:
Certified:	tract Officer	_	
Approved: Architect Firm:		Reviewed: Construction Advi- Dept of Housing & Community	
By:		Ву:	
		Date:	
Approved: Contractor Firm:		Approved: Director of Constru Dept of Housing & Community	uction Management
Ву:		Ву:	

Date:

CONSTRUCTION CHANGE DIRECTIVE

Commonwealth of Massachusetts Department of Housing & Community Development	CHANGE DIRECTIVE NO:
Owner: Housing Authority	Date:
Development Number: Contractor	Architect
·	Telephone No: Fax:
Pursuant to Article 8 of the General Conditions you are hereby directed to m	nake the following change(s) in this Contract
• DO NOT USE THIS FORM FOR LUMP S	UM CHANGES OR TIME EXTENSIONS •
The Contractor is not relieved of the obligation to	fications.
 THE NOT TO EXCEED LIMIT FOR THIS The Contract time shall be properly adjusted upon completion of Payment for the aforementioned work cannot be processed until exe. When signed by the Owner and DHCD and received by the Contract time shall be properly adjusted upon completion of Payment for the aforementioned work cannot be processed until exe. 	of any compensable work. ecuting an appropriate change order(s) to adjust the contract sum.
 IMMEDIATELY, and the Contractor shall proceed with the chan This change directive is not valid until approved by the Owner a 	nge(s) described above.
Approved: Architect	Approved: Owner
Firm:	Housing Authority
Ву:	Ву:
Date:	Date:
Reviewed Construction Advisor Department of Housing & Community Development	Approved: Director of Construction Management Department of Housing & Community Development
Ву:	Ву:
Date:	Date:
☐ Change Estimate from Contractor & related backup	Board Vote box filled out and signed.
Architect's letter of explanation attached?.	Are Signatures are there.

A	В	С	D	E	F	G	Н	I
Spec. Section	Description of Work	Scheduled Value	Previously Approved	Completed this Period	Materials Stored Not in D or E	Total Completed and Stored to Date D+E+F	%	Balance to Finish
	CO# 4 ADDED OFFICE Framing Drywall Painting Doors Hardware Electrical Vinyl Base Carpet	\$3,000 \$2,000 \$1,100 \$500 \$400 \$4,000 \$700 \$1,200	\$3,000 \$300 0 0 0 \$700 0 0	0 \$1,000 0 0 \$1,000 0 0	0 \$400 0 0 0 \$600 0 	D+E+F		

Payment Application Number:
Period to:

A	В	C	D	E	F	G	H	I
Spec. Section	Description of Work	Scheduled Value	Previously Approved	Completed this Period	Materials Stored Not in D or E	Total Completed and Stored to Date D+E+F	%	Balance to Finish
CO#								
1	Extra Excavation	\$4,000	\$4,000	\$0	\$0	\$4,000	100	\$0
2	Window Revisions	\$900	0	\$800	0	\$800	88	\$100
3	Brick allowance	(\$2,000)	(\$2,000)	0	0	(\$2,000)	100	0
4	Add Office (see detailed breakdown)	\$12,900	\$4,000	\$2,000	\$1,000	\$7,000	54%	\$5,900
5	Landscape changes	\$4,000	0	0	0	0	0	\$4,000
	NET CHANGE	\$19,800	\$6,000	\$2,800	\$1,000	\$9,800		\$10,000

Continuation Sheet Page 1 of 2

Payment Application Number: 4
Period to: May 1, 1990

Section Sect	Balance to Finish 7
Canceral Conditions S90,000 S2,000 S4,000 O S6,000	7 \$84,000
Ceneral Conditions S90,000 \$2,000 \$4,000 0 \$6,000	
General Conditions S90,000 \$2,000 \$4,000 0 \$6,000	
Bonds & Insurance	
02060 Demolition \$27,000 \$10,000 \$10,000 0 \$20,000 \$20	0 0
02200 Earth Work \$9,000 0 \$1,000 0 \$1,000 0	
02720 Site Utilities \$5,000 0	4 \$7,000
02800 Site Improvements \$7,000 0 </td <td>1 \$8,000</td>	1 \$8,000
02510 Pavement \$10,000 2 0 0 0 0 3,000 0 0 3,000 0 0 0 0 3,000 0 0 1,000 \$1,000 \$1,000 0 <td>\$5,000</td>	\$5,000
02900 Landscape work \$12,000 0 0 0 0 03310 Concrete \$13,000 0 \$3,000 0 \$3,000 0 04200 Masonry \$49,000 0 0 \$1,000 \$1,000 05120 Structural Steel \$5,000 0 0 0 0 0 05580 Misc. Metals \$13,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$2,000 0 \$2,000 0 \$2,000 0 \$2,000 0 \$2,000 0	\$7,000
03310 Concrete \$13,000 0 \$3,000 0 04200 Masonry \$49,000 0 0 \$1,000 \$1,000 05120 Structural Steel \$5,000 0 0 0 0 0 05580 Misc. Metals \$13,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$2,000 0 \$2,000 0 \$2,000 0 \$2,000 0 \$2,000 0	\$10,000
04200 Masonry \$49,000 0 \$1,000 \$1,000 05120 Structural Steel \$5,000 0 0 0 0 05580 Misc. Metals \$13,000 0 \$1,000 0 \$1,000 06100 Rough Carpentry \$20,000 0 \$2,000 0 \$2,000 06200 Finish Carpentry \$8,000 0 0 0 0 0 0 07900 Insulation \$4,000 0 0 0 0 0 0 0 07200 Caulking \$4,000 0	\$2,000
05120 Structural Steel \$5,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$2,000 0 \$2,000 0 \$2,000 0 \$2,000 0 \$2,000 0	3 \$10,000
05120 Structural Steel \$5,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$1,000 0 \$2,000 0 \$2,000 0 \$2,000 0 \$2,000 0 \$2,000 0	2 \$48,000
06100 Rough Carpentry \$20,000 0 \$2,000 0 06200 Finish Carpentry \$8,000 0 0 0 0 07900 Insulation \$4,000 0 0 0 0 0 07200 Caulking \$4,000 0 0 0 0 0 0 07510 Roofing & Flashing \$14,000 0 0 0 0 0 0 07700 Roof Specialties \$1,000 0 <td>\$5,000</td>	\$5,000
06200 Finish Carpentry \$8,000 0 <td>8 \$12,000</td>	8 \$12,000
06200 Finish Carpentry \$8,000 0 <td>0 \$18,000</td>	0 \$18,000
07900 Insulation \$4,000 0	\$8,000
07510 Roofing & Flashing \$14,000 0	\$15,000
07700 Roof Specialties \$1,000 0	\$4,000
07700 Roof Specialties \$1,000 0	\$4,000
08110 Metal Doors & Frames \$7,000 0	\$14,000
00010 777 175	\$1,000
08210 Wood Doors \$4,000 0 0 0	\$7,000
08215 Bifold Doors \$2,000 0	\$4,000
08610 Wood Windows \$60,000 0	\$2,000
08710 Finish Hardware \$8,000 0 0 0	\$60,000
08800 Glass & Glazing \$1,000 0	\$8,000
09250 Gypsum Drywall \$116,000 0	\$1,000
09300 Ceramic Tile \$6,000 0 0 0	116,000
09660 Sheet Vinyl Flooring \$11,000 0 0 0	\$6,000
09680 Carpet \$13,000 0	\$11,000
09910 Painting 21,000 0 0 0	\$21,000

Continuation Sheet Page 2 of 2

Payment Application Number

Period to: May 1, 1990

A	В	С	D	E	F	G	Н	I
Spec. Section	Description of Work	Scheduled Value	Previously Approved	Completed this Period	Materials Stored Not in D or E	Total Completed and Stored to Date D+E+F	%	Balance to Finish
10410 10800 11450 11170 12390 12500 14210 15300 15400 15500 16000	Misc. Specialties Bath Specialties Appliances Chute & Compactor Kitchen Cabinets Window Treatment Elevator Fire Protection Plumbing Heating & Ventilating Electrical	\$2,000 \$4,000 \$15,000 \$4,000 \$15,000 \$3,000 \$41,000 \$12,000 \$45,000 \$82,000 \$57,000	0 0 0 0 0 \$3,000 0 \$1,000 0 \$3,000	0 0 0 0 0 \$1,000 0 0 \$1,000	0 0 0 0 0 0 0 0 0	0 0 0 0 0 \$4,000 0 \$1,000 0 \$4,000	0 0 0 0 0 0 10 0 9 0 7	\$2,000 \$4,000 \$15,000 \$4,000 \$15,000 0 \$37,000 \$12,000 \$44,000 \$82,000 \$53,000
		\$854,000	\$41,000	\$23,000	0	\$65,000	8	\$789,000

APPLICATION AND CERTIFICATE FOR PAYMENT

Contractor:	To:		Housing Authority
Telephone:	Telephone:		
Fax:	Fax·		
Email:	Email:		
Development No.	Period Ending:		
Contract for:	FISH No:		
CONTRACTOR'S APPLICATION FOR PAY		Numbe	r
Application is made for payment, as shown below in	connection with the Continuation Sheet At		
ORIGINAL CONTRACT SUM		\$.00
2. Net change by Approved Change (Orders	\$.00
List On Attached Continuation Sheet 3. CONTRACT SUM TO DATE (Line 1)	+ Line 2)	\$.00
4. TOTAL COMPLETED & STORED TO	•	\$.00
5. RETAINAGE - 5% of Total Complete		\$.00
6. TOTAL COMPLETED LESS RETAIN		\$.00
7. LESS PREVIOUS APPROVED CERT	IFICATES FOR PAYMENT	\$.00
8. CURRENT PAYMENT DUE (Line	6 — Line 7)	\$.00
workers used on this project have been paid in accordance with M.G.L. c.30 §39F, that the Corand that the current payment shown herein is no release to the Owner, Department and Architec	ntractor has complied with all applicab w due. Acceptance of the final paym t from all claims and liability.	le tax laws pursuant to Nent due under this cont	M.G.L. c.62(c) §49(a), ract shall operate as a
CONTRACTOR:	State of On this day of	County of <u>.</u> 5 20 before	: me, the undersigned notary
	public,	ough satisfactory evid	personally appeared ,
By: Date		to be the	person whose name is
,	signed on the pre	ceding document in n	ny presence
	Notary Public:		
	My Commission e	expires:	
ARCHITECT/ENGINEER'S CERTIFICATE F In accordance with the Contract Documents, based certifies to the Owner that to the best of the Archite quality of the Work is in accordance with the Contract	on site observations and the data comect/Engineer's knowledge, information	n and belief the Work h	as progressed as indicated, the
ARCHITECT/ENGINEER AMOUNT (CERTIFIED\$		
Ву:	Date	amount claimed due by the	e amount certified differs from the Contractor on line 8 above.
Title			opplication and any continuation ordance with M.G.L. c.30 §39K.
Housing Authority I	OHCD Construction Advisor:	DHCD - Director	Construction Management
Ву:	3y:	By:	reater than 95%
Date: I	Date:	Date:	
		\$	

Continuation Sheet

Page of

Payment Application Number: Period to:

A	В	C	D	E	F	G	Н	I
Spec. Section	Description of Work	Scheduled Value	Previously Approved	Completed this Period	Materials Stored Not in D or E	Total Completed and Stored to Date D+E+F	%	Balance to Finish

SAMPLE TRANSFER OF TITLE FOR STORED MATERIALS

COVERALL ROOFING COMPANY, INC.

666 Mansard Way Dana, MA 01235

Phone: 403 689-7349

Transfer of Title

Coverall Roofing Company, Inc., a Massachusetts corporation having its principal place of business in Dana, Massachusetts, does hereby transfer and convey to the Enfield Housing Authority title to the following material delivered and stored at the job site in Enfield, MA upon receipt of Five Thousand Dollars (\$5,000) less retainage, which amount is included in our Application for Payment No. 2 dated May 22, 2003.

60 - 4' x 8' Sheets of 'h'' Thermax rigid insulation \$5,000.

The storage, protection, and ultimate installation of this material remains the responsibility of Coverall Roofing Company, Inc.

Therefore, upon receipt of the above sum, Coverall Roofing Company, Inc. waives all of its statutory rights regarding the above referenced material..

In witness whereof, Coverall Roofing Company, Inc. has caused this transfer of title to be executed and to certify that the supplier of the above listed material has been paid in full and that a receipt for said payment is attached, this 22nd day of May 2003, by the duly authorized official noted below.

COVERALL ROOFING COMPANY, INC.

G. We Lovework, President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS May 22, 2003

Then personally appeared before me the above-named, G. We Lovework, who acknowledged the foregoing instrument to be the free act and deed of Coverall Roofing Company, Inc.

Notary Public
My Commission Expires October 10, 2006

CONSTRUCTION CLOSE-OUT CHECKLIST

PROJECT:					
ARCHITECT:		CONT	RACTOR: _		
ITEM	ARCHITECT	CONTRACTOR	LHA	DHCD	DATE COMPLETED
Contractor's Punchlist		PREPARE			
Architect's Punchlist	PREPARE				
Plumbing Mechanical Electrical Fire Protection Site Other	PREPARE PREPARE PREPARE PREPARE PREPARE PREPARE				
Local Inspections					
Building Inspector		OBTAIN			
Plumbing Inspector		OBTAIN			
Electrical Inspector		OBTAIN			
Fire Chief		OBTAIN			
Sewer Commission		OBTAIN			
Other		OBTAIN			
Occupancy Permit		OBTAIN			
Certificate of Substantial Completion	PREPARE AND SIGN	SIGN	VOTE AND SIGN	SIGN	
As Built Drawings	CHECK				
Architectural Plumbing Mechanical Fire Protection Electrical Other	CHECK CHECK CHECK CHECK CHECK CHECK	PREPARE PREPARE PREPARE PREPARE PREPARE			
Maintenance Manuals	CHECK	PREPARE COMPLETE			
Instruct Owner's Personnel	CHECK	OBTAIN			
Spare Parts Prepare Checklist	PREPARE				
65 Day Period		SIGN	VOTE	SIGN	
Certificate for Partial		OR	AND SIGN	21 - 1	

SIGN

SIGN

Certificate for Partial Release of Retainage

Certificate of Final Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

Commonwealth of Massachusetts Department of Housing & Community Development

То:	From:	Housing Authority
To: Contractor		
Subject: Acceptance of Development Nur	mber for use and occupancy	y.
Description of Project:		
Pursuant to the General, Supplementar Occupancy, you are hereby notified that project, as hereinafter enumerated, is (are	ry, and Special Conditions of the Contract the Housing Authority has satisfied itself the pready for use and or occupancy.	Documents relative to Partial or Total at the portion(s) of the above mentioned
Identify the Buildings and/or areas to be of	occupied and or used:	
Contractor, subject to contract on:	h its undersigned representative he stipulations, said portion(s) of the I	Project, effective 12:00 Noon
moder bitte. uic_	day or	
for the following work:	pility for performing further Work or supplying fu and Special Conditions of the Contract Documents	
Append a complete list of all incomplete an attributable to the fault, negligence, or oversig	nd/or unsatisfactory items of the Work, which in tht of the of the Contractor, any subcontractors, mat	the opinion of this Housing Authority, are terial suppliers, agents, servants, or employees.
NOTE: Attach one copy of th	e "Punch List" Items to each cop	by of this document.
 constitute acceptance of any Work r relieve the Contractor of the liabilit and or Occupancy; nor 	or portion(s) of this project by the Housing Au not performed in accordance with the Contract by to perform any Work required by the Contract with respect to any express warranties or guaran	Documents; ract but not completed at the time of Use
Certification of Board Vote	Must be completed by the Owner	
The Housin	g Authority met on a	and voted to approve this Certificate.
Certified By :Contract Office	er	
		. Adminor
Approved: Architect	Reviewed: Construction	n Advisor & Community Development
Firm:		• •
By:	_	
Duc.		
Accepted: Contractor	Approved: Director, Co	onstruction Management Unit
Firm:	Department of Housing	& Community Development
Ву:		
Date:		

Standard Contractor Evaluation Form

Revised June 2001

Instructions to Public Awarding Authorities

- 1. This evaluation form is to be used for *Interim Evaluations* and *Final Evaluations* on all public sector projects, as well as *Final Evaluations* on private sector projects. This form **must** be completed by every public agency and submitted to DCAM for inclusion in the contractor's qualification file promptly after completion (i.e. final acceptance, substantial completion, use and occupancy or termination of the contractor's contract) of a **building** project under its control.
- 2. This form must be completed and signed by one of the following: an official from the public agency, owner's representative, architect, engineer, or the general contractor where applicable, responsible for the oversight of the contract.
- 3. Any public agency that fails to complete and submit the contractor evaluation form to the division within 70 days of the completion of a project shall be ineligible for the receipt of any public funds disbursed by the commonwealth for the purposes of any public buildings or public works projects. Individuals completing this form on behalf of a public awarding authority will be indemnified and represented in connection with any suit commenced by a contractor as a result of the completion of an evaluation form in accordance with the terms of M.G.L. c. 149 §44D (7), as amended by c.159 of the Acts of 2000, §239.
- 4. Upon completion of this form, submit it **directly** to the DCAM Contractor Certification Office at the following address: *One Ashburton Place Boston, MA 02108*
- 5. A copy of this completed form **must be sent to the contractor** (unless this form is filled out by the DCAM Certification Office).
- 6. Awarding authorities are strongly encouraged to provide DCAM with a copy of all Interim Evaluations. In order to better serve awarding authorities, DCAM will be monitoring the progress of contractors currently working on public construction projects.

Information For Contractors

A blank copy of this form will be provided to all contractors at the time they are certified. The contractor must provide a copy of this form to the awarding authority upon execution of a contract for a building project.
Contractors aggrieved by the result of a completed evaluation form may, within 30 days, submit a written response to DCAM disputing any information contained in the evaluation.

The following definitions are being furnished as a guide in assisting awarding authorities to determine an appropriate rating for contractors:

Finished Product Quality

The rating in this category covers general quality of workmanship.

- (a) A building and/or system will be rated above average if the workmanship exceeds customary practices with no complaints.
- (b) The Division will consider as average a building and/or system that has been installed and is operating in accordance with contract requirements with few and minor complaints.
- (c) A building and/or system which has met contract requirements only after frequent adjustments or modifications and with many complaints will be rated below average.
- (d) A building and/or system which functions with constant adjustments or modifications and serious complaints attributed to the contractor's work, and a building and/or system which fails to meet contract requirements, rates as unqualified, and no points will be given to the contractor, with a written explanation attached.

Project Management

Five factors are evaluated: coordination and scheduling; ability to manage subcontractors; safety and housekeeping procedures; change orders; working relationships with others on the project; and paperwork.

- (a) Above average performance is when the contractor routinely furnishes all schedules, shop drawings, and submittals required by the contract in a timely fashion, performs according to the schedules, has the subcontractors in and out of the project as scheduled, maintains a businesslike relationship with the owner, designer, subcontractors and the project manager, and runs an orderly and safe project with few complaints.
- (b) Average performance is when the contractor occasionally fails to meet the above scheduling and management requirements.
- (c) A below average rating is when the contractor fails to meet the above scheduling and management requirements on a regular and recurring basis.
- (d) If the contractor's performance is so poor that the project is seriously affected thereby, no points should be given, and a written explanation attached.

Supervisory Personnel Rating

The contractor's on-site supervisory staff is rated on their knowledge, management skills and experience.

Division of Capital Asset Management Standard Contractor Evaluation Form

Section I- General Project Information

Your	
Name:	Telephone #:
	Date:
Position/ Title:	DCAM
	Interviewer:
Agency/ Firm:	(if any):
Name of	Total Contract
Contractor:	Cost with Change Orders:
	Contract
	Start/ End Dates:
Project	Actual
Title:	Completion Date:
Scope of Work:	
Project Location:	
Pla	Important!! vase check (3) if this is an Interim Report (50% complete) or a Final Evaluation (at least 99% complete)
Section II- Evaluati	on Questionnaire
	or's performance in each of the following areas. If you need additional space, attach $8^{1}/2$ " x 1 ontractor below Satisfactory in any area, you must provide detailed information to explain the
1. Quality of Workma	nship 0-28 points (refer to page 4)
	is contractor's workmanship. Were there quality-related or workmanship ract? If so, provide specific examples.

2. Project Management

0-13 points (refer to page 4)

a) **Scheduling-** Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

)	O-13 points (refer to page 4) Subcontractor Management- Rate this contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors, rate this contractor's overall project management). Was this contractor able to effectively resolve problems? If not, provide specific examples.
	O-9 points (refer to page 4) Safety and Housekeeping Procedures- Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? If so, provide specific examples.
	O-9 points (refer to page 4) Change Orders- Did this contractor unreasonably claim change orders or extras? Was this contractor's prices on change orders and extras reasonable? If not, provide specific examples.
	Working Relationships- Rate this contractor's working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did this contractor relate to other parties in a professional manner? If not, give specific examples.

Paperwork Processing- Rate this contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.). Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

3.	On-Site	Supervisory	Personnel	Rating
----	---------	--------------------	-----------	--------

0-14 points (refer to page 4)

a)	Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

Section III- Legal and Administrative Proceedings

Are you aware of any legal or administrative proceedings, invoked bonds, assessed damages, demands for direct payment, payment bond claims, contract failures, contract terminations, or penalties involving this contractor on his contract? What is the status of any pending litigation? What was the final outcome of any completed litigation.	on
What are the dollar amounts of assessed damages or penalties?	<i>J</i> 11

Section IV- Numerical Rating

Use the grid on the following page to rate the contractor's performance on this project. In assigning the Numerical Rating, please note the following:

1. You are not restricted to using the numerical values shown and may score in between the numbers shown.

2.	A total Numerical Rating of 70 is required for a passing grade.
3.	If you rate the contractor below satisfactory in any area, you must provide written comments in Section II to explain the rating(s) assigned.
Co	ntractor's Name:

		Below	Average	Aver	age	Above A	verage	
	Unsatis-		I I	Satisfactory	У	Very		
	factory	Poor	Deficient	(Passing)	Good	Good	Excellent	Rating
1. Quality of Work	0	10	16	22	24	26	28)
2. Project			! !	 		! ! !	! !	
Management	!	1	I	l .	1	l	I	
a) Scheduling	0	4	8	10	11	12	13	
b) Subcontractor Mgt.	0	4	8	10	11	12	13	
c) Safety and Housekeeping	0	3	4	6	7	8	9	
d) Change Orders	0	3	4	6	7	8	9	
e) Working Relationships	0	2	3	4	5	6	i 7	
f) Paperwork Processing	0	2	3	4	5	6	7	
						Subtotal	Item 2	
3. Supervisory		 	! ! !	I	 	! ! !		
Personnel Rating] i] i] 1	1	
General performance	0	2	4	8	10	12	14	
						Subtotal	Item 3	
							l Numerical Rating	

Section V- Evaluator Certification

I certify that the information contained in this evaluation form represents, to the best of my knowledge, a true analysis of this contractor's performance record on this contract.

I also certify that I have no ties with this contractor	either through a business or family relationship.
I have mailed a copy of this completed evaluation to (a copy of this completed evaluation form must be	
Signature	 Date

Section VI- Additional Comments

CERTIFICATE FOR PARTIAL RELEASE OF RETAINAGE

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT	This form should originate with the Architect
---	---

Contractor	Owner:	Housing Authority
Phone	 Phone	
Fax	Fax	
Development No	Period Endir	na
Contract for:	FISH No;	.9
THE PARTIES AGREE THAT THE ST	TATUS OF THE CONTRACT IS AS FOLLOWS	S:
I. CONTRACT TIME		
 The Date of Substantial Com 	npletion is	
The Date of Substantial Con	mpletion as Extended by Change Order is.	
The Actual Date of Substant	tial Completion is:	
4. Overrun in Contract Time		<u> </u>
II. CONTRACT SUM		Φ.
 The Original Contract Sum is 	S	\$
	ge Orders to Date is	<u> </u>
,	is	\$
LESS:		\$
' '	s to date:	Φ
	ist	
6. Sum of other claims by Own	ner	
III. THAT APPLICATION FOR PAYM		HE AMOUNT OF: \$
TUE UNDERGIONED CONTRACTOR	Copy Attached	and an additional and the state of the state
All Work, including work required users and mechanics have been no claims made By accepting the payment shown except for those set forth in A-B been no claims.	HEREBY CERTIFIES THAT: The Contractor under change order(s) has been per ninor modifications and field adjustments) have been paid at least the minimum wage rates as a for infringement of any patent. In line III the Contractor releases the Owner frowelow. However if the Owner does not pay the Offect the validity of this release. Rather, the amount of the contractor releases. Rather, the amount of the contractor releases.	rformed in accordance with the terms of the Contract. been authorized in writing by the Owner.
1. All Work, including work required to 2. All changes to the Work (except m 3. All laborers and mechanics have to 4. There have been no claims made 5. By accepting the payment shown except for those set forth in A-B be above, such reduction shall not affect asserted by the Contractor. EXCEPTIONS: CONTRACTOR'S CL. A. B. CERTIFIED: CONTRACTOR In witness Whereof the Undersigned has this Instrument this day of	HEREBY CERTIFIES THAT: The Contractor under change order(s) has been per ninor modifications and field adjustments) have been paid at least the minimum wage rates as a for infringement of any patent. In line III the Contractor releases the Owner frowelow. However if the Owner does not pay the Offect the validity of this release. Rather, the amount of the contractor releases and pay the Offect the validity of this release. Rather, the amount of the contractor releases are for infringement of any patent. AIMS AGAINST OWNER	rformed in accordance with the terms of the Contract. been authorized in writing by the Owner. set forth in the Contract, and m any and all claims arising under the Contract Contractor the full amount of the payment shown bunt not paid shall be considered as another claim
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1. All Work, including work required to 2. All changes to the Work (except m 3. All laborers and mechanics have to 4. There have been no claims made 5. By accepting the payment shown except for those set forth in A-B be above, such reduction shall not affected by the Contractor. EXCEPTIONS: CONTRACTOR'S CL. A. B. CERTIFIED: CONTRACTOR In witness Whereof the Undersigned has this Instrument this day of Firm: By: Title: CERTIFICATION OF HOUSING AUTHOUSING Certified:	HEREBY CERTIFIES THAT: The Contractor under change order(s) has been per ninor modifications and field adjustments) have been paid at least the minimum wage rates as so for infringement of any patent. In line III the Contractor releases the Owner from the low. However if the Owner does not pay the Officet the validity of this release. Rather, the amount of the low of the contractor releases the Owner from the low. However if the Owner does not pay the Officet the validity of this release. Rather, the amount of the low of t	rformed in accordance with the terms of the Contract. been authorized in writing by the Owner. set forth in the Contract, and m any and all claims arising under the Contract Contractor the full amount of the payment shown bunt not paid shall be considered as another claim d Sworn before Me this day of 200 Notary nn Expires And voted to approve this Certificate and Payment APPROVED: DIRECTOR CONST. MANAGEMENT UNIT

CERTIFICATE OF FINAL COMPLETION

Contractor		Owner:	Housing Authority
Phone			
Fax		Fax	
<u></u>		Period Ending	
Contract for:		FISH No;	
THE PARTIES AGREE THAT I I. CONTRACT TIME	THE STATUS OF THE CONTRACT	IS AS FOLLOWS:	
1. The Date of Substant	ial Completion is		<u> </u>
2. The Date of Substant	ial Completion as Extended by Cl	hange Order is	
3. The Actual Date of S	ubstantial Completion is:		
4. Overrun in Contract ⁻ II. CONTRACT SUM	Гіme		
The Original Contract	: Sum is		\$
2. The Sum of Approved	d Change Orders to Date is		\$
	ct Sum is		
4. Sum of authorized pa	yments to date:		\$
5. Sum of other claims b	by Owner:		\$
III. THAT APPLICATION FOR	PAYMENT No. IS DUE &	PAYABLE IN THE A	AMOUNT OF: \$
All Work, including work re All changes to the Work (e All laborers and mechanic There have been no claim	equired under change order(s) except minor modifications and field ac s have been paid at least the minimur s made for infringement of any patent	has been performedjustments) have been wage rates as set for t.	ould complete items 1-5 and certify below led in accordance with the terms of the Contract. In authorized in writing by the Owner. Forth in the Contract, and leavy and all claims arising under the Contract.
CERTIFIED: CONTRACTOR In witness Whereof the Undersig this Instrument this definition.	ned has signed and sealed ay of 200	Subscribed and Sv	worn before Me this day of 200
By:	Date:		Notary
Title:		My Commission E	Expires
CERTIFICATION OF HOUSING	AUTHORITY BOARD VOTE:		
	ousing Authority met on	And vote	ed to approve this Certificate and Payment
Certified:		Contract Officer	
APPROVED: ARCHITECT	REVIEWED: CONSTRUCTION	ON ADVISOR	APPROVED : DIRECTOR CONST. MANAGEMENT U
Firm:	Dept of Housing & Comm		Dept of Housing & Community Development
Ву:	Ву:		By:
Date:	Date:		Date:



Division of Capital Asset Management Standard Contractor Evaluation Form

(Computer Version-Revised February 2009)

****IMPORTANT NOTICE****

THIS FORM SHOULD BE USED TO EVALUATE THE PERFORMANCE OF BOTH PRIME/GENERAL AND SUBCONTRACTORS¹ ON MASSACHUSETTS PUBLIC BUILDING PROJECTS BID UNDER M.G.L. c. 149A and c. 149, § 44A AND § 44F. PLEASE DO NOT USE THIS FORM TO EVALUATE THE PERFORMANCE OF CONTRACTORS ON PRIVATE WORK.

Instructions to Public Awarding Authorities

- 1. This evaluation form is to be used for *Preliminary Evaluations* and *Final Evaluations* on both Prime/General Contractors and Subcontractors for all projects bid under M.G.L. c. 149A and c. 149, § 44A and § 44F. This form **must** be completed by every Massachusetts public agency and submitted to the Division of Capital Asset Management ("DCAM") for inclusion in each contractors' certification file promptly after completion (i.e. use and/or occupancy, or upon issuance of a certificate of use and/or occupancy, or termination, *whichever is earlier*).
- 2. This form must be completed and signed by one of the following:
 - a) This form should be completed at the direction of the Awarding Authority by the individual employed by the Awarding Authority most familiar with the project and who is most knowledgeable about the construction phase of the building project.
 - b) For public projects estimated to be under \$1.5 million dollars which do <u>not</u> require an Owner's (Awarding Authority's) Project Manager ("OPM"), as mandated by M.G.L., c. 149, § 44A 1/2, the Awarding Authority and, at the Awarding Authority's discretion, the Awarding Authority's Representative (e.g. Architect/Designer) must sign the last page of the Evaluation. The Awarding Authority's Representative shall <u>not</u> submit a separate Evaluation to DCAM.
 - c) For public projects estimated to be greater than \$1.5 million dollars which require an Owner's (Awarding Authority's) Project Manager ("OPM"), it is mandatory that the Awarding Authority and the OPM sign the Evaluation.

Evaluations that do not meet these requirements will not meet the Awarding Authority's statutory obligations regarding Contractor Evaluations and will not be accepted by DCAM. DCAM will return incorrectly completed Evaluations to the Awarding Authority for proper completion within the required time frames. The Awarding Authority's evaluation of the contractor is critically important to DCAM and affects DCAM's determination of whether a contractor should be, or remain certified. It is of the utmost importance that the individual from the Awarding Authority with the most knowledge of the project be the evaluator on this form.

¹ For the purpose of this evaluation form, the term "Subcontractor" shall mean all filed sub-bidders as defined in M.G.L. c. 149, §44F. Subcontractors who are NOT filed sub-bidders need not be evaluated.

- 3. Any public agency that fails to complete and submit the contractor evaluation forms to DCAM within 70 days (for the Prime/General Contractor) and 90 days (for Subcontractors) of the completion of a project shall be ineligible for the receipt of any public funds disbursed by the Commonwealth for the purposes of any public buildings or public works projects. Individuals completing this form on behalf of a public Awarding Authority will be indemnified and represented by that Awarding Authority in connection with any suit commenced by a contractor as a result of the completion of an evaluation form in accordance with the terms of M.G.L., c. 149, § 44D.
- 4. Upon completion of all Contractor Evaluation forms on your project, submit them **directly** to the DCAM Contractor Certification Office at the following address: *One Ashburton Place, 15th Floor Boston, MA 02108*
- 5. As an Awarding Authority, you are also required to send a copy of any completed Contractor Evaluation form to the contractor being evaluated.
- 6. We strongly encourage you to provide DCAM with copies of the Preliminary Evaluations on the Prime Contractors and Subcontrators.

Guidelines for Reviewers

The following definitions are being furnished as a guide for assisting evaluators in determining an appropriate rating for contractors:

Finished Product Quality

The rating in this category covers general quality of workmanship.

- (a) A building and/or system will be rated "very good" to "excellent" if the workmanship exceeds customary practices with no complaints.
- (b) The Division will consider as "satisfactory" a building and/or system that has been installed and is operating in accordance with contract requirements with few and minor complaints.
- (c) A building and/or system that has met contract requirements only after frequent adjustments or modifications and with many complaints will be rated "poor."
- (d) A building and/or system which functions with constant adjustments or modifications and serious complaints attributed to the contractor's work, and a building and/or system which fails to meet contract requirements, rates as "unacceptable," and no points will be given to the contractor, with a written explanation attached.

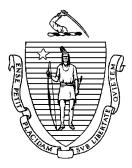
Project Management

Five factors are evaluated: coordination and scheduling; ability to manage subcontractors; safety and housekeeping procedures; change orders; working relationships with others on the project; and paperwork.

- (a) "Very good" to "excellent" performance is when the contractor routinely furnishes all schedules, shop drawings, and submittals required by the contract in a timely fashion, performs according to the schedules, has the subcontractors in and out of the project as scheduled, maintains a businesslike relationship with the Awarding Authority, designer, subcontractors and the project manager, and runs an orderly and safe project with few complaints.
- (b) "Satisfactory" performance is when the contractor occasionally fails to meet the above scheduling and management requirements.
- (c) A "poor" rating is when the contractor fails to meet the above scheduling and management requirements on a regular and recurring basis.
- (d) If the contractor's performance is so poor that the project is seriously affected, the rating should be "unacceptable," thereby, no points should be given, and a written explanation attached.

Supervisory Personnel Rating

The contractor's on-site supervisory staff is rated on their knowledge, management skills and experience.



Division of Capital Asset Management Standard Contractor Evaluation Form

Prime/General Contr	actor Subcontractor
ction I- General Project Informati	ion - Section I must be completed in its entirety.
Reference Name:	Reference Telephone #:
Reference	Date:
Position/ Title: Reference Agency/ Firm:	DCAM Interviewer (if any):
Name of Contractor Being Evaluated:	Contract Cost for Contractor Being Evaluated Including Change Orders: \$ (if change order amount unknown for subcontractor then estimate as 5% of subcontract amount)
Project Fitle:	Contract Start/ End Dates:
	Actual Completion Date:
Scope of Work: Project Location (city and state):	
<u> </u>	******Important**********
Please check () if this is a:	Preliminary Evaluation (50% complete); or
	Final Evaluation (once use and/or occupancy, or issuance of a certificate of use and/or occupancy, occupancy, occupancy termination have been achieved, whicheve earlier)
Please check (✓) if:	The project was estimated to be greater than \$1.5M dollars and required an Owner's Project Manager.

Section II- Evaluation Questionnaire

Please rate this contractor's performance in each of the following areas. If you need additional space, attach additional sheets. If you rate the contractor below "satisfactory" in any area, please provide detailed information to explain the rating assigned. You are not restricted to using the numerical values (points) shown and may score in between the points shown. A total of 80 points are required for a passing grade.

1.	1. Quality of Workmanship (0-28 points)				Carry over points	
pro	1 2	ct? Was the contr	manship. Were there ractor responsive to re	1 2		here \$\displaystyle{\psi}
	unacceptable 0 points	poor [] 14 points	satisfactory 24 points	very good 26 points	excellent 28 points	→ points
coi	mments:					
2.	Project Managem	ent				
	contract schedu revised by appr	iles. Did this conti	nis contractor's performactor meet the contracts? If not, was the del	act schedule or the	schedule as	
	unacceptable 0 points	poor 7 points	satisfactory 11 points	very good 12 points	excellent [] 13 points	→ points
coi	mments:					
	success in man contractor's over	aging and coordina	2-13 points) Rate this cating subcontractors (gement). Was this conce examples.	if no subcontracto	rs, rate this	
	unacceptable 🗌 0 points	poor 6 points	satisfactory 11 points	very good 12 points	excellent 13 points	→ points
coi	mments:					P *******
	housekeeping p		edures- (0-9 points) R project. Were there a pecific examples.		•	
	unacceptable 0 points	poor 3 points	satisfactory 7 points	very good 8 points	excellent [] 9 points	→ points
coi	mments:					
	,	his contractor's pr	I this contractor unreatices on change orders	-	_	

Standard Contractor Evaluation Form (computer) *Revised:* 2/09

и	nacceptable 🗌 0 points	poor 3 points	satisfactory 7 points	very good 8 points	excellent 9 points	→ <u></u> ,	points	
comn	comments:							
e	e) Working Relationships- (0-7 points) Rate this contractor's working relationships with other parties (i.e. Awarding Authority, designer, subcontractors, etc.). Did this contractor relate to other parties in a professional manner? If not, give specific examples.							
и	nacceptable 🗌 0 points	poor 2 points	satisfactory 5 points	very good 6 points	excellent 7 points	→	points	
comn	nents:							
f	Paperwork Proces and submitting req requisitions, payrol paperwork prompt	uired project pape lls, workforce repo	rwork (i.e. change orts, etc.). Did the o	orders, submittals, contractor submit t	drawings, the required			
и	nacceptable 🗌 0 points	poor 2 points	satisfactory 5 points	very good 6 points	excellent 7 points	→	ooints	
comn	nents:					^		
3. (On-Site Supervisory	Personnel Rating	(0-14 points)					
a		nel. Did the super	eral performance of rintendent(s) have to s size and scope? I	he knowledge, ma	nagement skills			
и	nacceptable 🗌 0 points	poor 3 points	satisfactory 10 points	very good [] 12 points	excellent 14 points	\rightarrow p	ooints	
comn	nents:							
Plea	se add up all poin	its from this pa	ge and the prece	eding pages and	l enter total h	ere:		
Section III- Legal and Administrative Proceedings								
Are you aware of any legal or administrative proceedings, invoked bonds, assessed damages, demands for direct payment, payment bond claims, contract failures, contract terminations, or penalties involving this contractor on this contract? What is the status of any pending litigation? What was the final outcome of any completed litigation? What are the dollar amounts of assessed damages or penalties?								
comn	nents:							

Section IV- Evaluator Certification

I hereby certify that the information contained in this evaluation form represents, to the best of my knowledge, a true analysis of this contractor's performance record on this contract and that this Project Evaluation and Project Rating was not the subject of any negotiation, close-out, or settlement of the subject project or related thereto and that no compensation or consideration (either financial or additional work on this project or otherwise) was given to the awarding authority or me in connection with its preparation or the opinions contained herein.

I also certify that I have no ties with this contractor either through a business or family relationship.

I have mailed a copy of this completed evaluation form to the contractor on [Enter Date] (Public Awarding Authorities must mail a copy of this completed evaluation form to the contractor).

For Public Projects below \$1,500,000, this form must be signed by the Awarding Authority and may be signed by the Owner's Representative (i.e. Architect/Designer) in conjunction with the Awarding Authority:

	[Enter Name & Title]	[Enter Date
Signature of Awarding Authority	Print Name and Title	Date
	[Enter Name & Title]	[Enter Date
Signature of Awarding Authority's Representative (optional)	Print Name and Title	Date

For Public Projects above \$1,500,000 bid under M.G.L., c. 149, § 44A 1/2, this form must be signed by the Owner's (Awarding Authority's) Project Manager and the Awarding Authority:

Signature of Owner's (Awarding Authority's) Project Manager	[Enter Name & Title] Print Name and Title	[Enter Date] Date
Signature of Awarding Authority	[Enter Name & Title] Print Name and Title	[Enter Date] Date

Section V- Additional Comments

Comments:

Standard Contractor Evaluation Form (computer) *Revised:* 2/09

A/E EVALUATION -- CONSTRUCTION PHASE

A/E Firm	LHA Name and Development Number:			
Firm's Project Manager:	Your Name:			
Scope of Work:				
-				
Date Construction Phase Completed	Today's Date:			
(DHCD Use Only) Manager's Signature	Date:			
To assist you in determining the firm's overall ratin "YES/NO/NA" questions by circling the appropriate resp overall ratings are: <i>AA - above average; A - average;</i>	onse. Then circle the appropriate			
 Contract administration. Did the A/E attend all of the job meetings? Was the A/E on time for the job meetings? Did the A/E adequately answer questions at the meetings Did the action items get assigned as needed? Did the A/E schedule alternate dates in case of cancellation of the A/E prepare and promptly distribute the minutes? Did the minutes accurately represent what transpired? Did the A/E review the shop drawings/submittals in a time Did the A/E approve submittals in compliance with contract j. Did the A/E review all of the specified components of each k. Did the A/E completely review the requisitions including ch. Did the A/E approve requisitions that accurately reflected m. Did the A/E have an effective methodology for determining 	ons? ly manner (within 7-14 days)? ct provisions? n submittal item? necking the math? the work in place?	YES	NO NO NO NO NO NO NO NO NO	NA NA NA NA NA NA NA NA NA
OVERALL RATING for #1 Comments:		AA	Α	ВА
 2. Management of consultants. a. Did the A/E request inspections by the consultants at the ability bid the A/E review and analyze the consultant's shop drawn c. Did the consultants review contractor payment requests abid the consultants respond in a timely manner to request OVERALL RATING for #2 	vings/submittals? t the appropriate time?	_	NO	NA NA
Comments:				
 3. Evaluation and negotiation of change orders a. Did the A/E prepare proposal requests which clearly define b. Did the A/E assess the reasonableness of cost and time /li>	ed the scope changes? If the contractor's proposals? If the reason for the change order?	YES YES YES	NO NO	NA NA NA
OVERALL RATING for #3 Comments:		AA	A	BA

A/E EVALUATION -- CONSTRUCTION PHASE

4.	Problem resolution.			
a.	Did the A/E provide solutions in a timely manner?	YES	NO	NA
b.	Did the A/E suggest solutions that were cost effective?	YES	NO	NA
C.	Did the A/E suggest solutions that were creative and appropriate?	YES	NO	NA
	ERALL RATING for #4 mments:	AA	Α	ВА
5.	Quality of contract documents.			
э. а.	Were the contract documents complete?	YES	NO	NA
b.	Were the contract documents clear?	YES	_	
C.	Were there a limited number of requests for clarifications?	YES	NO	NA
d.	Were the consultants' drawings coordinated with A/E's?	YES	NO	NA
e.	Were the code requirements met?	YES	NO	NA
f.	Was the placement of information systematic, logical, easily read and	\/=0		
_	interpreted by the construction advisor?	YES	NO	NA
g.	Were there a limited number of change orders as a result of the construction documents?	YES	NO	NΙΛ
	of the construction documents?	IES	NO	INA
O۷	ERALL RATING for #5	AA	Α	BA
Co	nments:			
6.	Communication skills.			
a.	Did the A/E keep the LHA informed of construction progress?	YES	NO	NA
b.	Did the A/E consult with the DHCD construction advisor?	YES	NO	NA
c.	Did the A/E effectively communicate (negotiate when necessary)			
	with local officials and the contractor?	YES	_	
d.	Was the A/E's written communication effective and informative?	YES	NO	NA
	ERALL RATING for #6 mments:	AA	Α	ВА
_				
7.	Supervision of the project representative. Did the A/E provide direction to the project representative?	YES	NO	NΙΛ
a. b.	Were the payments to project representative made on time?	YES	_	
C.	Did the A/E give the project representative the appropriate equipment	120	INO	INA
٥.	(plans and specifications, camera, pencils, paper, etc.)?	YES	NO	NA
d.	Did the A/E provide the project representative with technical bulletins and ASTM standards?	YES	NO	NA
٥٧	ERALL RATING for #7	AA	Α	ВА
Cor	mments:			
Gei	neral Comments:			