**Instructions To Awarding Authorities**

**For**

**Bid Document Preparation**

**Procurement and Contract Forms**

**General Provisions**

**Scope of Work Recommendations**

**Certificate of Compliance with Bidding Laws**

**Front Ends for Modernization and**

**Development of State-Aided Public Housing**

**Site Work Projects**

**less than $10,000**

**11/7/16**

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**Massachusetts** Department of

*Housing and Community Development*



Charles D. Baker, Governor

Karyn E. Polito, Lt. Governor

Chrystal Kornegay, UnderSecretary, EOHED

Bidding Requirements

For

**Site Work Construction Contracts**

**Between**

**$0 -10,000**

**Instructions to Awarding Authorities**

**Local Housing Authorities** have the **option** of following for **Site Work** estimated to cost less than **$10,000**. As follows:

**$0 - $10,000 - Local Housing Authorities** **May Use** **Sound Business Practices.**

**To help LHAs accomplish this we are providing this template**

* **The LHA should prepare a Scope of Work. All Bidders Must Bid on the Exact Same Scope of Work**. Therefore, the LHA must produce such a scope. Remember the Awarding Authority determines its needs.

You cannot have Bidders determine the Scope of Work.

The following General Provisions & Forms are provided in this document to help LHAs prepare contract documents to help protect the LHA if there should be any problems during the execution of the work.

**❒ You may use an Invoice for payment. However, no payments shall be made up front prior to the satisfactory completion of the work. Do not enter into the Vendor’s Contract.**

***Please note:* 2.0 of the General Provisions requires the LHA to pay for the building permit.**

**Written or verbal quotes are not required by law. However, DHCD encourages LHAs to seek out quotes.** Use the sample Form for Quote **if you desire to obtain written quotes**.

**❒ Mass** [**Prevailing Wage Rates**](http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/http%3A/www.mass.gov/lwd/labor-standards/prevailing-wage-program/) **Apply to All Construction Contracts**

**Regardless of the Contract Dollar Value.**

**The LHA is responsible for requesting these** [**Prevailing Wage Rates**](http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/http%3A/www.mass.gov/lwd/labor-standards/prevailing-wage-program/) **from the Division of Occupational Safety prior to seeking Quotes or contracting with a vendor. The printed wage rates should be attached to the scope of work, along with the General Provisions. Attach all the wage rate sheets.**

All rates are project specific and are in effect for the duration of the job.

**❒** LHA is required to submit **Certificate of Compliance with Bidding Laws for Formula Funding Advance. This form is the last page of this document but is not part of the procurement package that you give to the contractor.**

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

 ***FOR THIS PROJECT***

**Form for Quote**

**$0-10,000**

**c.30 sec 39M**

**MM DD, YYYY**

The **Town** Housing Authority invites oral or written quotes from contractors for the **Very Brief Description of Project.**

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

Bids are subject to minimum wage rates as required by M.G.L. c.l49 §§26 to 27H inclusive.

Quotes may be hand delivered, faxed, emailed or mailed to **LHA Address, Street, City State Zip, email**, and should be received no later than the date and time specified above.

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

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

This Procurement Package Includes:

Invitation to Quote

General Provisions

Form for Quote

Owner-Contractor Agreement

Prevailing Wage Rates

Scope of Work

**GENERAL PROVISIONS**

**1.0 SALES TAX EXEMPTION AND OTHER TAXES**

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

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

**2.0 PERMITS, FEES, AND NOTICES**

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

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

**3.0 INSURANCE REQUIREMENTS**

**GENERAL REQUIREMENTS**

The Contractor shall calculate as part of its bid price and provide the following insurance coverage.

**3.1** **OTHER REQUIREMENTS**

This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract. The Owner shall be named as additional insured on the Contractor's Liability Policies. Coverage should apply on a primary and non-contributory basis.

**3.2 WORKERS’ COMPENSATION and EMPLOYERS LIABILITY**

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

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

 $500,000 Bodily Injury by Disease each employee

 $500,000 Bodily Injury by Disease policy limit

**3.3 COMMERCIAL GENERAL LIABILITY**

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

Each Occurrence $1,000,000

General Aggregate $1,000,000

Products-Completed Operations Aggregate $1,000,000

Personal Injury & Advertising Injury $1,000,000

Damages to Premises Rented by You-

Not Specified Medical Expenses $5,000

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

**3.4 AUTOMOBILE LIABILITY**

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

Bodily Injury $250,000 each person

 $500,000 each accident

Property Damage $100,000 each accident

 or

 $1,000,000 combined single limit

**4.0 WAGES**

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

**5.0 BIDDER CERTIFICATIONS – OSHA TRAINING**

Not Required.

**6.0 MISCELLANEOUS REQUIREMENTS AND EXECUTIVE ORDERS**

The Contractor shall comply with the provisions of M.G.L. c.151B; Executive Order 526, Order regarding Non-Discrimination, Diversity, Equal Opportunity, and Affirmative Action; pertaining to minority and women owned business enterprises; Executive Order 527 establishing the Office of Access and Opportunity and Executive Order 481, prohibiting the use of undocumented workers on state contracts and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, regulations and any amendments are incorporated herein by reference and made a part of this Contract.

**7.0 CONFLICT OF INTEREST**

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

FORM FOR QUOTE

SITE WORK - $0 -10,000

**TO THE AWARDING AUTHORITY:**

**A.** The undersigned proposes to furnish all labor and materials required for the \_\_\_\_\_\_\_\_\_\_\_ Housing Authority in Massachusetts in accordance with the Contract Documents prepared by the

 Housing Authority for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Project Description**

for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

1. The proposed contract price is:

 dollars ($ ).

**C.** The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the Work and that they will comply fully with all laws and regulations applicable to awards made.

 The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

|  |  |
| --- | --- |
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Bidder**BY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature + Title of person signing Bid**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Business Address**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**City and State**Note: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of general partners if different from business address. |

###### OWNER-CONTRACTOR AGREEMENT

**Commonwealth of Massachusetts, Department of Housing and Community Development**

This agreement made the**NNth** day of**Month 20**by and between**City or Town Name** Housing Authorityhereinafter called the "Owner", and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the "Contractor

 Name of Contractor

*Witnesseth*, that the Owner and the Contractor, for the consideration herein under named, agree as follows

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

**Article 2. Time of Completion:** The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within **NNN** calendar days of said date.

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

 Contract Sum in Words

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 Contract Sum in Numbers

**Article 4.** **The Contract Documents:** The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: Bidding Documents, Bidders Quote, Contract Forms, General Provisions, and Specifications and all Modifications issued after execution of the Contract.

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

**Article 6. Conflict of interest:** The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority.

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

|  |  |  |
| --- | --- | --- |
|  **CONTRACTOR** |  | **AWARDING AUTHORITY** |
| **Contractor's Name** |  | **Name of Housing Authority** |
| Name of Contractor |  | Name of Housing Authority |
| **Contractor's Street Address** |  | **LHA Address** |
| Street |  | Address |
| **Contractor's City State Zip** |  |  |
| City State Zip |  | Signature and Seal |
| By: |  |  |  |
| Signature and Seal |  | Title |
| Witness |  |  | Attest: |  |
| **~~1~~**  ~~If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.~~ |  | **~~2~~** ~~If signed by someone other than a Housing Authority Board member, attach a copy of Certified Board Vote authorizing the signatory to sign Contract.~~ |

**Preparer Must Attach**

[**Prevailing Wage rates**](http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/http%3A/www.mass.gov/lwd/labor-standards/prevailing-wage-program/)

**&**

**Scope of Work**

**Preparer - This is Your Obligation**

**You cannot ask the Bidder**

**to Prepare the Scope of Work**

A Scope of Work should include:

**General/Regulatory Language:**

Necessary Licenses?

**Scope:** Brief **Description** of the Expected Work

 Including some way to **Quantify** the work

*If you are replacing sidewalks how many square feet are there? Do you want them to Go Over what is there or dig up the existing?*

**Materials**: What materials and products to expect?

*Concrete or Asphalt -- Paving and Curbs?*

What is the level of quality expected?

*Granite Curb, Concrete Curbs or Bituminous curb?*

Don’t forget to specify the accessories.

*For example:*

*If you want new signs put up after you pave it must be noted in the Scope of Work*

*Specify to protect and restore surrounding materials.*

**Design**: How do you want it put together?

**Execution**: How do you want them to perform the work?

**Special Warranties/Guarantees:**

 As appropriate to the work.

*50 year lifetime Warranty Roof system?*

**For further guidance, check the** [**DHCD Small Projects Guide**](http://www.mass.gov/hed/housing/ph-mod/0-25000-dhcd-small-projects-guide.html)

<http://www.mass.gov/hed/housing/ph-mod/0-25000-dhcd-small-projects-guide.html>

**CERTIFICATE OF COMPLIANCE WITH BIDDING LAWS**

**FOR THE**

**FORMULA FUNDING ADVANCE**

|  |  |  |
| --- | --- | --- |
| The undersigned being a duly authorized representative of the |  | Housing  |
| Authority hereby certifies to DHCD that: 1. The housing authority solicited and reviewed the bids in accordance with the provisions of MGL c.149, §§44A-44J; MGL c.30B §§4 & 5 or MGL c.30, §39M, whichever is applicable and has made a good faith effort to comply with 760 CMR 11.10 with respect to tenant participation.2. The housing authority informed all prospective bidders that, if awarded the contract, they must pay the prevailing wage pursuant to MGL c.149, §26, and that the housing authority supplied all prospective bidders with the prevailing wage rates in effect at the time of the bid.3. The housing authority has reviewed the low general bid and found it to be in compliance with MGL c.149, §44A. If a lower bid(s) was rejected, the bidder’s identity and the reason for rejection is as follows: |
|  |  |
|  |  |

4. There are no protests by general bidders before the Attorney General’s Fair Labor and Business Practices Division or in a court of law, which might affect the contract award.

5. The amount of the contract award is the same as the amount of the lowest acceptable bid with the exception that: (specify any change in amount and the reason)

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

6. DHCD’s funding of the contract is made in reliance on this certification.

|  |
| --- |
| **Signed under the pains and penalties of perjury.** |
|  |  |  |
|  | **Name of Housing Authority** |  |
| By: |  |  |
|  | **Signature** |  |
|  |  |  |
|  | **Print Name** |  |
|  |  |  |
|  | **Print Title** |  |
| Date: |  |  |