

PROJECT MANUAL

**REVERE HOUSING AUTHORITY
70 COOLEGE STREET
REVERE, MA 02151**

**Exterior Siding and Miscellaneous Repairs
Federal Family Housing Development
10 Rose Street, Revere, MA 02151**

Date: May 24, 2017

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PUBLIC NOTIFICATION FOR WRITTEN QUOTES

The Revere Housing Authority, the Awarding Authority, invites quotes from Contractors for replacement of vinyl siding and miscellaneous repairs at its federal housing development located at 10 Rose Street in Revere, Massachusetts, in accordance with the documents prepared by the Revere Housing Authority.

The Project consists of the removal and replacement of 40 square feet of exterior siding in order to gain access to ten (10) feet of rotted sill plate and floor joists caused by active termite activity. The work is estimated to cost \$20,000.

Quotes are subject to M.G.L. c.149 §44A (2)(B), HUD 24 CFR Parts 85.36 & 87 and to the federal Davis Bacon wage rates as required by 29 CFR Parts 1, 3, 5, 6 and 7.

Written Quotes will be delivered via email to ctempesta@revereha.com until 2:00 p.m., Wednesday, June 14, 2017. Bidders are required to use the Form for Quote to be submitted with the Non-Collusive Affidavit Form and REAP Certification Form.

The existing building will be available for inspection at 9:30 a.m. at 10 Rose Street, Revere, Massachusetts.

Contract Documents will be available at www.revereha.com or by contacting ctempesta@revereha.com. Questions should be sent in writing to ctempesta@revereha.com and received no later than Wednesday, June 7, 2017 at 4:00 pm.

INSTRUCTIONS TO BIDDER'S

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1** Each Bidder submitting a quote represents that:
1. The Bidder has read and understands the Contract Documents and the Quote is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2** Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the Quote as submitted.

ARTICLE 2 - BIDDER CERTIFICATIONS – OSHA & LEAD TRAINING

- 2.1** Massachusetts law requires all workers on this project construction site must have no less than 10 hours of OSHA-approved safety and health training.
- 2.2** The Contractor shall comply with requirements of EPA Regulation 40 CFR 745 including but not limited to Company, supervisor, and worker training.

ARTICLE 3 - REQUESTS FOR INTERPRETATION

- 3.1** Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 3.2** Bidders requiring clarification or interpretation of the Contract Documents shall make such request to the Owner.

ARTICLE 4 - PREPARATION AND SUBMISSION OF QUOTES

- 4.1** Quotes should be submitted on the "Form for Quotes" as appropriate, furnished at no cost by the Owner.
- 4.2** All entries on the Form for Quotes shall be made by typewriter or in ink.
- 4.3** Where so indicated on the Form for Quotes sums shall be expressed in both words and figures. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the words shall control.
- 4.4** The Quote shall be submitted with the following clearly marked on the envelope, fax cover sheet, or email:
- QUOTE FOR:**
- **NAME OF HOUSING AUTHORITY AND PROJECT NUMBER**
 - **BIDDER'S NAME AND BUSINESS ADDRESS**
 - **PHONE NUMBER & CONTACT PERSON**
- 4.5** Date and time for receipt of Quotes is set forth in the Public Notification.
- 4.6** Timely delivery of a Quote at the location designated shall be the full responsibility of the Bidders.

ARTICLE 5 - WITHDRAWAL OF BIDS

- 5.1 Before Opening Quotes** any Quote may be withdrawn prior to the time designated for receipt of quotes upon written request. Withdrawal of Quotes must be confirmed over the Bidder's signature by written notice post-marked or sent by email on or before the date and time set for receipt of Quotes. Withdrawn quotes may be resubmitted up to the time designated for the receipt of Quotes.

ARTICLE 6 - CONTRACT AWARD

- 6.1** Award means the determination and selection of the lowest, responsible and eligible Bidder, by the Owner.
The Owner will award the contract to the lowest responsible and eligible Bidder within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of Quotes.
- 6.2** The Owner reserves the right to waive any informalities in or to reject any or all Quotes if it be in the public interest to do so.
- 6.3** The Owner also reserves the right to reject any Quote if it determines that such Quote does not represent the Quote of a person competent to perform the work as specified, or if the LHA determines additional competition is in the public interest.
- 6.4** The term "lowest responsible and eligible bidder" shall mean the Bidder whose Quote is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

ARTICLE 7 - FORMS REQUIRED AT CONTRACT APPROVAL

- 7.1** Upon award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the Contractor by Owner, and three (3) originals must be submitted.
- .1 Owner-Contractor Agreement.**
 - .2 Form of Certificate of Vote of Authorization (If Applicable)**
 - .3 FOR PROJECTS over \$25,000: Form of Performance Bond and Form (00.61.13) and Form of Payment Bond are required.**
- 7.2** Insurance Certificates for the coverage required by Article 9 of the General Provisions must be submitted prior to contract validation.
- 7.3** Contractor's Company Certification with EPA Regulation 40 CFR 745 must be submitted prior to contract validation.

END OF SECTION INSTRUCTIONS TO BIDDERS

00.21.10

BIDDER'S REFERENCE FORM

Provide with Form for Quotes

Bidders Name _____ Phone: () _____

LHA/Project Title: _____ Email: _____

The bidder must provide five (5) business references for projects performed & completed within the past five (5) years. Attach additional pages if necessary.

(1) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(2) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(3) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(4) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(5) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

References will be contacted to confirm the bidder's skills, abilities and qualifications to faithfully perform the work as specified.

FORM OF NON-COLLUSIVE AFFIDAVIT

The undersigned certifies under penalties of perjury that this quote, bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of business)

Date: _____

REAP CERTIFICATE
STATEMENT OF TAX COMPLIANCE

Pursuant to MGL Chapter 62C, sec. 49A, the individual signing this Contract on behalf of the Contractor, hereby certifies under the penalties of perjury that to the best of his/her knowledge and belief the Contractor has complied with any and all applicable laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting of child support.

Signed under the pains and penalties of perjury.

Date

Name

Title

OWNER-CONTRACTOR AGREEMENT

This agreement made the **NNth** day of **Month 20__** by and between _____ **Housing Authority** hereinafter called the "Owner", and _____ hereinafter called the "Contractor"
CONTRACTOR'S NAME

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

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for **Brief Description of the Work** prepared by

Name of Architect or Engineer _____ acting as and referred to in the Contract Documents as the "Architect".

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

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:

_____ **Dollars** _____
CONTRACT SUM IN WORDS CONTRACT SUM IN NUMBERS

ARTICLE 4. ALTERNATES: The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement:

Alternate No(s): _____ and total cost for accepted Alternates \$ ____

ARTICLE 5. THE CONTRACT DOCUMENTS: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, HUD 5370 EZ, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, , and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

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

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

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

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

¹ CONTRACTOR

² AWARDING AUTHORITY

Name of Contractor

Street

City State Zip

By: _____
Signature and Seal

Witness _____

Name of Housing Authority

Address

Signature and Seal

Title

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.

CERTIFICATE OF CORPORATE VOTE OF AUTHORIZATION

Date: _____ 20__

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

NAME OF CORPORATION

duly called and held at _____ on the ___ day of _____ 20__

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

NAME OF CORPORATE OFFICER

of the _____, be and hereby is authorized to execute and deliver

NAME OF CORPORATION

for and on behalf of the Corporation, a Contract with _____ Housing Authority, for

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

And to act as principal to execute bonds in connection therewith, which Contract and Bonds were presented to and made part of the records of said meeting.

I further certify that _____ is duly qualified and acting

NAME OF CORPORATE OFFICER

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

TITLE

rescinded or amended.

A true copy of the record,

ATTEST: _____

(CORPORATE SEAL)

On this ___ day of _____ 20__, before me, the undersigned Notary Public, personally appeared _____, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public

My Commission Expires:

PERFORMANCE BOND

COMMONWEALTH OF MASSACHUSETTS
KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as **Principal**, and
_____, as **Surety**,
are held and firmly bound unto the _____ **HOUSING AUTHORITY**, as **Obligee**,
in the sum of _____ **dollars (\$ _____)**
to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of _____, **20__**
for the _____ in _____, Massachusetts.
PROJECT TITLE

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

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

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:
_____ Day of _____ 20____

PRINCIPAL _____

SURETY _____

By: _____
SEAL

By: _____
ATTORNEY-IN FACT

Attest: _____

Attest: _____

The rate for this bond is _____% for the first \$ _____ and _____% for the next \$ _____

The total premium for this bond is \$ _____

BOND NO. _____

PAYMENT BOND

COMMONWEALTH OF MASSACHUSETTS
KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as **Principal**, and
_____, as **Surety**,
are held and firmly bound unto the _____ **HOUSING AUTHORITY**, as **Obligee**,
in the sum of _____ **dollars (\$ _____)**
to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of _____, **20__**
for the _____ in _____, Massachusetts.
PROJECT TITLE

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

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:
_____ Day of _____ 20____

PRINCIPAL _____

SURETY _____

By: _____

By: _____

SEAL

ATTORNEY-IN FACT

Attest: _____

Attest: _____

The rate for this bond is _____% for the first \$ _____ and _____% for the next \$ _____

The total premium for this bond is \$ _____

GENERAL CONDITIONS OF THE CONTRACT

for c.149 sec. 44A (2)(B) PROJECTS BETWEEN \$10,000 - \$50,000

1.0 GENERAL PROVISIONS

1.1 THE CONTRACT DOCUMENTS

The Contract for Construction consists of the Contract Documents which include the Owner-Contractor Agreement, Public Notification, Bid Form, Contract Forms, HUD 5370-EZ Conditions of the Contract, Specifications, Drawings, all addenda issued prior to execution of the Contract, and other documents listed in the Agreement and Modifications issued after execution of the Contract.

1.2 THE WORK

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

2.0 OWNER

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

2.1 BIDDER

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

3.1 PROJECT FUNDING

The Work under this Contract is funded wholly or in part by the Department of Housing and Urban Development (HUD) pursuant to a Contract for Financial Assistance.

4.0 CONTRACTOR

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

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

4.2.2 SUPERINTENDENT

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

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

4.3 SALES TAX EXEMPTION AND OTHER TAXES

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

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

4.4 PERMITS, FEES, AND NOTICES

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

4.4.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.4.3 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

4.5 SAFETY REQUIREMENTS

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

4.5.1 EMPLOYEE OSHA SAFETY TRAINING

- .1 All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training.
- .2 The Contractor and all Subcontractors shall furnish to the Owner, with the certified payroll reports, documentation indicating that each employee has successfully completed 10 hours of a course in construction safety and health. This course must be approved by the United States Occupational Health and Safety Administration (OSHA).

5.0 CONTRACT ADMINISTRATION

5.1 PRECONSTRUCTION CONFERENCE

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

5.2 REJECTION OF DEFECTIVE MATERIALS AND WORK

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

6.0 CHANGES

6.1 All changes in the work, including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner. .

6.2 The Owner may direct changes to the Work provided:

- .1 the unit prices remain the same;
- .2 the Owner's representative has specified in writing that an increase is necessary to fulfill the all needs of the Owner and is more economical than awarding another contract; and
- .3 the Contractor agrees to the increase or decrease in writing.

7.0 PAYMENTS

7.1 CONTRACT SUM

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

7.2 APPLICATIONS FOR PAYMENT

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

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

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

- .1 Retention based on the value of its claims against the Contractor,
- .2 Retention of 5% of the approved amount of the Application for Payment.

7.3 FINAL PAYMENT

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

8.0 GUARANTY AND WARRANTY

8.1 WARRANTY

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

8.2 GENERAL GUARANTY

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

9.0 INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed in subparagraphs 9.1 - 9.6. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract.

9.1 WORKER'S COMPENSATION

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

9.2 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY

Bodily Injury &	\$ 1,000,000.	each occurrence
Property Damage	\$ 1,000,000.	general aggregate
Products & Completed Operations	\$ 1,000,000.	aggregate
Personal & Advertising Injury	\$ 1,000,000.	each occurrence

9.3 VEHICLE LIABILITY

Personal Injury	\$ 500,000. each person
and Property Damage	\$ 1,000,000. aggregate
Combined Single Limit	\$ 1,000,000.

9.4 OWNER AS CO-INSURED

The Owner shall be named as additional insured on the Contractor's liability policies.

9.5 CERTIFICATES OF INSURANCE, POLICIES

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

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

9.6 CANCELLATION

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

10.0 INDEMNIFICATION

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

10.2 The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and their officers and agents from all claims:

- .1 relating to labor performed or furnished and materials used or employed for the Work;
- .2 to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner;
- .3 to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein;
- .4 and to any act, omission or neglect of the Contractor and any employees therein.

11.0 NOT USED

12.0 MISCELLANEOUS REQUIREMENTS AND EXECUTIVE ORDERS

12.1 The Contractor shall comply with the provisions of EPA Regulation 40 CFR 745; 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.

12.2 CONFLICT OF INTEREST

The Contractor covenants, that:

- .1 presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended;

- .2 in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and
- .3 no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority."

13.0 TERMINATION

13.1 TERMINATION FOR CAUSE

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

- .1 The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
- .2 A receiver has been appointed of the Contractor's property.
- .3 All or a part of the Work has been abandoned.
- .4 The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract Documents.
- .5 The Owner has determined that the rate of progress required on the project is not being met.
- .6 The Contractor has substantially violated any provisions of this Contract.

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

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

13.3 TERMINATION - NO FAULT

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

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

END OF GENERAL CONDITIONS
00.72.10

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

1. The Offeror's of Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's work in each trade on all construction work in the covered area, are as follows:

Female: 6.9%

ECONOMIC AREAS

Minorities:	Goal
Massachusetts:	(Percent)

* SMSA Countries

1123 Boston – Lowell – Brockton – Lawrence – Haverhill	4.0
Essex, Middlesex, Norfolk, Plymouth, Suffolk 5403 Fall River – New Bedford	1.6
Bristol 9243 Worcester – Fitchburg – Leominster	1.6
Worcester Non-SMSA Counties	3.6
Barnstable, Dukes, Nantucket	

*** Standard Metropolitan Statistical Area (SMSA)**

These goals are applicable to all Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established of the geographical area where the contract resulting from this solicitation is to be substantially uniform throughout the length of the contract, and in each trade, and on each of its projects. The transfer of minority or female employee or trainees from the Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be violation of the purpose of meeting the Contractor's goals shall be violation of the Contract, the Executive Order and regulation in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any other construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number, estimate dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

The applicant agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such a grant contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination; rates of pay, or other forms of compensation; and selection for training, including places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising he said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of "Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor

may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The applicant further agrees that it will be bound by the equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided that if the applicant so participating is a State or local government the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining compliance of Contractors and Subcontractors with equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of agency's primary responsibilities for securing compliance.

The applicant further agrees that it will refrain from entering into any contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee): refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**Standard Federal Equal Employment Opportunity Construction Specifications
(Executive Order 11246)**

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted:
 - b. “Director” means director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. “Employer identification number” means the Federal Social Security number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i). Black (all persons having origins in any of the Black African racial groups not of Hispanic Origin):
 - (ii). Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii). Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands) and
 - (iv). American Indian or Alaskan Native; (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation of community identification.
2. Whenever the Contractor, or any subcontractor at any time, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations form which the contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligation on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its each goal under the Plan if each trade in which is has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or subcontractor’s failure to make good faith efforts to achieve the Plan goals and timetables;

4. The Contractor shall implement the specific affirmative action standard provided in paragraphs 7a through 7p of these of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of any carry out the contractor's obligation to maintain such a working environment. With specific attention to minority or female individuals working at such sites in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring for referral and was not referred by to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent bathe Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet it's obligation.
- e. Develop on-the-job training opportunity and/or participate in training program for the area which expressly include minorities and women, including upgrading programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to the unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards, accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these terms with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct it recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority, and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of contractor's workforce.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, job classifications, work assignments and other personnel and employment related activities to ensure that EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers including circulation of solicitations to minority and female contractor association.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and a participant may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may also be in violation of the Executive Order if a specific minority group of women is under utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontractors as may be imposed or offered pursuant to Executive Order 11246, as amended; and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these Specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.
14. The Contractor, shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

Records shall be maintained in an easily understandable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Work Employment Act of 1977 and the Community Development Block Grant Program).

END OF HUD EEOR – 00.73.36

SECTION 01.11.10 - SUMMARY OF WORK

1.01 GENERAL SCOPE OF THE WORK

- A. The Work of the Contract consists of the removal and replacement of 40 square feet of Exterior Vinyl Siding in order to gain access to 10 feet of Rotten Sill Plate and Floor Joists do to active termite damage.
1. Remove and replace dryer vent, loosen cable wiring during demolition and secure upon completion. The electrical service is hard piped and is located in the rear of the building and above the rotted sill.
 2. Remove and dispose of approximately 40 square feet of exterior vinyl siding and sheathing located at the rear entry door. Install exterior plywood on the outside wall to match existing thickness. Tyvek area and install siding. Waterproof caulking between the seams shall not be larger than 3/8". **Siding provided by Revere Housing Authority.**
 3. Remove, dispose and replace ten (10) feet of rotted sill with 4 x 4 pressure treated lumber. Any space between the foundation and replacement sill must be filled with cement. Install copper termite barriers, if needed.
 4. Secure the sill every three (3) feet with 1/2" threaded rod anchor. Length is determined by adding the thickness of the material to be fastened plus the minimum embedment for the diameter of the anchor- plus the thickness of the nut and washer. Anchors need to be secured into the foundation with Epoxy Grout.
 5. Jacking and Leveling. Set temporary building jacks (not adjustable columns) at proper load points. The amount of building jacks required at proper load points, secondary load points, along with other factors will determine the effectiveness of the replacement once the outside wall is jacked, shored and leveled, removing the weight from the sill.
 6. Remove all wiring clamped to interior framing members and reinstall upon completion
 7. Remove and replace 7 floor joists and replace with 2"x 8" wood joists. There are two sets of double joists which require thru bolting and blocking no less than 8 feet in distance. All joists attached to the stairway rim joist require hangers, all nailing and fasteners by code.
 8. Remove rear door exterior threshold and replace to include bottom facial board, provide flashing and caulking.
 9. Remove, dispose and replace a 4' x 6' area of VCT tile and sub flooring by rear door in kitchen. Replace with 3/4 plywood and secure to joists. **Tile the entire kitchen using VCT tile supplied by the Revere Housing Authority.**
 10. Execution of Work: Work to be performed in timely and workmanlike fashion. Site must be cleaned up daily with access needed for overnight.

1.02 TIME OF COMPLETION

- A. The Work shall be commenced at the time stated in the Owner's Notice to Proceed and shall be completed within 15 consecutive calendar days thereafter.

1.03 SELECTION CRITERIA

- A. In addition to any provisions of the General Conditions, the Contractor will be selected based on the lowest base quote and demonstrating that it has the skill and ability to successfully complete the work.

1.04 OSHA SAFETY TRAINING

- A. The Contractor shall certify that all employees working on this project have successfully completed a 10 Hour Safety and Health Training Course approved by the United State Occupational Health and Safety Administration (OSHA). This certification must be submitted with the first payroll certification require by Section 00.73.43 Davis Bacon Wage Rate Relations.

1.05 COORDINATION OF WORK

- A. The Owner will supply the replacement Vinyl Siding and VCT Flooring;
- B. A 48 hour notification to Residents will be handled by housing authority staff.

1.06 CONDUCT OF THE WORK

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

1.07 SHUTDOWN OF SERVICES

- A. The Contractor's attention is especially called to the fact that the continuous operation of services for this housing development is mandatory. If any unit is to be left without heat, hot water, domestic water, electricity, gas, sanitary facilities, or any other services for more than an eight hour period, the Contractor shall submit a letter and obtain written authority from the Owner before proceeding. If such a shutdown is unacceptable to the Owner, the Contractor shall make, and pay for, alternative arrangements to insure that services are provided.

1.08 PROTECTION AND ACCESS

- A. The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress.

- B. The Contract shall take special measures to protect the tenants from noise, dust, and other disturbances.
- C. The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to insure that the area within the contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.

1.9 TEMPORARY FACILITIES

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

1.10 CLEANING UP

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

END OF SECTION OF SUMMARY OF WORK

01.11.10