

**TOWN OF KINGSTON  
CLERK OF THE WORKS**

**The Town of Kingston, MA is seeking a contracted (non-Town employee position) Clerk of the Works, to assist the Senior Center Building Committee (SCBC), Owner's Project Manager (OPM), Architect and Town for on-site project observation during the construction of a new Senior Center. Anticipated daily on-site for an average of 35 hours p/wk, including meetings of the SCBC as posted. The project duration is expected to be nine (9) months and shall not exceed thirty-nine thousand dollars (\$39,000). It is understood that if construction is halted or anything unforeseen affecting construction that the work hours will be adjusted accordingly. Position description and submittal requirements are available at the Selectmen's Office, Town House, 26 Evergreen St., Kingston, MA 02364 or by email request to [nhowlett@kingstonmass.org](mailto:nhowlett@kingstonmass.org). Qualifications shall be submitted to Jill Myers, Chief Procurement Officer at the address above, by March 9, 2010 at 11:00 a.m.**

**FOR PUBLICATION**

**PATRIOT LEDGER – February 16, 2010**

**SENIOR CENTER BUILDING PROJECT  
CLERK-OF-THE-WORKS  
(Town of Kingston, Massachusetts)  
February 2010**

**A. GENERAL PROVISIONS**

The Town of Kingston (“Town”) is seeking qualifications for a contracted, non-Town employee position, Clerk of the Works (“Clerk”) to assist the Senior Center Building Committee (“SCBC”), Owner’s Project Manager (“OPM”), Architect and Town for on-site project observation. Anticipated daily on-site for an average of 35 hours per week, including meetings of the SCBC as posted. The project duration is expected to be nine (9) months and shall not exceed thirty-nine thousand dollars (\$39,000). It is understood that if construction is halted or any unforeseen event affecting construction that the work hours will be adjusted accordingly.

**B. DUTIES AND RESPONSIBILITIES**

1. Observe the progress and quality of the Work as is reasonably necessary at all stages of construction to determine in general that it is proceeding in accordance with the Contract Documents. Notify the Architect and OPM immediately if, in the Clerk’s opinion, Work does not conform to the Contract Documents or requires special inspection or testing.
2. Monitor the construction schedule and report to the SCBC, OPM and Architect conditions which may cause delay in completion.
3. Review Contract Documents with the Contractor’s superintendent on site. Obtain necessary interpretations from the Architect and transmit them to the Contractor.
4. Consider the Contractor’s suggestions and recommendations, evaluate them, and submit them, with recommendations to the OPM, and Architect. Any Changes will require SCBC approval.
5. Attend all project meetings, site mobilization, and pre-installation conferences, progress meetings, and conferences after substantial completion; report in writing as directed by the SCBC, OPM and Architect.
6. Observe tests required by the contract documents. Record and report to the Owner’s Project Manager and Architect on test procedures and where applicable, the results. Verify testing invoices to be paid by the Owner and failed testing reports to be paid by the Contractor.
7. Maintain records for the SCBC, in an orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Authorizations, Architect’s Supplemental Instructions, reports of site conferences, Shop Drawings, Product Data, Samples, supplementary drawings, color schedules and name and addresses of contractors, subcontractors and principal material suppliers. All project records will be turned over to the SCBC upon Architect’s Final Acceptance of the Project.
  - a. Receive and log reviewed shop drawings issued by the Architect for the Town’s permanent record. Maintain a dated record of all shop drawings received. Check and observe all installations with approved shop drawings.

- b. Receive and log samples which are required to be furnished at the site, notify the Architect when they are ready for examination and record the Architect's approval or other action. Maintain custody of approved samples.
8. Keep a record log (diary) of Contractor's Project Representative's time and activities related to the Project, weather conditions if affecting the project, nature and location of Work being performed, verbal instructions and interpretations given to contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time.
  - a. Maintain record of labor disputes and strikes including the following:
    1. Time and date of strike commencement, settlement, and duration in calendar days.
    2. Time and date of labor incidents which affect the progress of the Work.
    3. What portions of the Work are affected by labor actions, and time and date Work was resumed.
  - b. Maintain records of delays resulting from shortage of or Contractor's failure to obtain sufficient labor and materials to perform the Work in keeping with the scheduled progress. Record conditions beyond control of the Contractor.
  - c. Maintain record of Stop Work Orders including the following:
    1. Time and date of Stop Work Orders commencement, settlement, and duration in calendar days
    2. Reason for Order, and delaying effect of each stop order.
9. Observe the Contractor's Record Drawings at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.
10. Assist in the review of monthly requisitions for payment as submitted by the Contractor. Architect shall make final determination relative to requisitions to be submitted to the Owner for payment.
11. Review with the Owner's Project Manager the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Inspect the Work and if the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect, and return the list to the Contractor for correction.
12. Review and report to the Architect on conditions of the portions of the Project being occupied or utilized by the Town or separate contractors, to minimize the possibility of claims for damages.
13. Assist the Architect in final inspection of the Work. Receive from the Contractor and prepare for transmittal to the OPM, SCBC the documentation the Contractor is required to furnish at the completion of the Work.
14. Except for progress reports and emergencies, all communications between the Clerk, Owner and the Architect shall be through the Owner's Project Manager. The Clerk shall act as liaison between the contractor and the Owners Project Manager/Architect. The Clerk shall communicate with the Contractor and all subcontractors on the job only through the Contractor's job superintendent and shall insure that the Town (Owner) does not issue any direct instructions to the Contractor or its employees.

**C. LIMITATIONS OF AUTHORITY**

1. The Clerk is not authorized to perform the following:
  - a. Authorize deviations from the Contract Documents.
  - b. Approve substitute materials or equipment.
  - c. Personally conduct or participate in tests or third party inspections, except as authorized in writing by the Architect.
  - d. Assume any of the responsibilities of the Contractor's superintendent or of subcontractors.
  - e. Expedite the Work for the Contractor.
  - f. Advise on, or issue directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.
  - g. Authorize or suggest that the Owner occupy the Project in whole or in part.
  - h. Issue a Certificate for Payment or Certificate of Substantial Completion.
  - i. Prepare or certify to the preparation of Record Drawings.
  - j. Reject Work or require special inspection or testing except as authorized in writing by the Architect.
  - k. Order the Contractor to stop the Work or any portion thereof.

**D. QUALIFICATIONS AND EXPERIENCE**

1. The desired Clerk shall have the following minimum qualifications and experience:
  - a. Broad understanding of current practices, methods and material.
  - b. Broad understanding of building codes; ability to successfully research specific building code questions.
  - c. General knowledge of major building systems and how they work.
  - d. Ability to read and understand construction drawings, specifications, and contracts.
  - e. Ability to understand the results of material testing and sampling.
  - f. Ability to understand warranties and conditions which invalidate those warranties
  - g. Thorough knowledge and experience of the roles and interactions of the members of the building team.
  - h. Knowledge and experience of construction site administration.
  - i. Thorough knowledge and experience of construction financing and accounting.
  - j. Thorough knowledge and experience with construction site safety requirements.
  - k. Familiarity with proper procedures for handling and storing hazardous materials.
  - l. Knowledge and experience of environmental laws and concerns.
  - m. Ability to constructively participate in dispute resolution; and
2. At least five years experience on similar projects involving facility construction and/or renovations with at least three years in a position with broad management responsibilities such as clerk of the works, superintendent, project manager, or similar titles.

**E. INSURANCE REQUIREMENTS**

The Clerk of the Works shall at all times during the contract maintain in full force and effect Employees Liability, Public Liability and Property Damage Insurance and Automobile Liability and Bodily Injury Insurance in the amounts shown below:

<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
<b>Employees Liability</b>	\$ 500,000
<b>Bodily Injury Liability Except Automobile</b>	\$ 500,000 each occurrence \$1,000,000 aggregate
<b>Property Damage Liability Except Automobile</b>	\$ 500,000 each occurrence \$1,000,000 aggregate
<b>Automobile Property Damages Liability</b>	\$ 500,000 each occurrence
<b>Automobile Bodily Injury Liability</b>	\$ 500,000 each occurrence \$1,000,000 aggregate
<b><u>Proof of Health Insurance</u></b>	