

cause to revise an evaluation may do so *provided they include a written explanation for the revision acceptable to DCAMM.*

Using This Form for PRELIMINARY Evaluations:

This form may also be used to satisfy the requirement under M.G.L. c. 149, Sec. 44D(7), that, at approximately the 50% completion stage, the Awarding Authority shall, for informational purposes, advise the contractor in writing of its preliminary evaluation of the contractor's performance. You are encouraged, but are not obligated, to send a copy of a Preliminary Evaluation to DCAMM.

GENERAL INFORMATION

Name of Contractor: King Painting, Inc.

DCAMM Contractor ID No.: (if known) 1707

This is a Preliminary Evaluation; Final Evaluation

For a Prime/General Contractor; Sub-Bid Contractor

Project Name and Location: Maynard High School Project, Maynard,
MA

Scope of Work:
099000 – Painting and Coating

Contract Start Date: 8 / 11 / 2011 Contract End Date: 12 / 13 / 2013

Actual Completion Date: 12 / 6 / 2013

Contract Cost [Including Change Orders]: \$ 235,200.00
(If change order amount unknown for subcontractor, estimate as 5% of subcontract amount)

Did the contractor execute this project using their own employees? Yes No

EVALUATION and RATING of CONTRACTOR
PERFORMANCE

Please rate this contractor's performance in each of the following categories by indicating whether performance was "unacceptable," "poor," "satisfactory," "very good" or "excellent," and enter the applicable point score for each category in the right-hand margin.

After completing the final question in this section, please total the points in order to calculate an overall Project Rating. **PLEASE NOTE THAT A TOTAL PROJECT RATING OF AT LEAST 80 IS REQUIRED TO "PASS,"** and that a record of two or more Project Ratings below 80 may constitute cause for denial of certification or for decertification of a contractor.

Written comments to explain the ratings you assign in any category are extremely helpful, and if you rate performance below "satisfactory" in any category, a detailed written explanation must be provided.

You **MUST** provide a detailed written explanation (with examples) in every category in which you rate the contractor below "satisfactory."

If additional space is necessary for any written comments, please feel free to attach additional sheets.

1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? If so or if not, provide specific examples.

<input type="checkbox"/> Unacceptable 0 Points	<input type="checkbox"/> Poor 14 Points	<input type="checkbox"/> Satisfactory 24 Points	<input type="checkbox"/> Very Good 26 Points	<input checked="" type="checkbox"/> Excellent 28 Points
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Sub Total: 28

Comments:

2. Project Management: Scheduling

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

<input type="checkbox"/> Unacceptable 0 Points	<input type="checkbox"/> Poor 7 Points	<input type="checkbox"/> Satisfactory 11 Points	<input checked="" type="checkbox"/> Very Good 12 Points	<input type="checkbox"/> Excellent 13 Points
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Sub Total: 40

Comments:

3. Subcontractor Management

Rate this contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors, rate this contractor's overall project management). Was this contractor able to effectively resolve problems? If not, provide specific examples.

Unacceptable 0 Points Poor 6 Points Satisfactory 11 Points Very Good 12 Points Excellent 13 Points

Sub Total: 52

Comments:

4. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? If so, provide specific examples.

Unacceptable 0 Points Poor 3 Points Satisfactory 7 Points Very Good 8 Points Excellent 9 Points

Sub Total: 61

Comments:

5. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

Unacceptable 0 Points Poor 3 Points Satisfactory 7 Points Very Good 8 Points Excellent 9 Points

Sub Total: 69

Comments:

6. Working Relationships

Rate this contractor's working relationships with other parties (i.e. Awarding Authority, designer, subcontractors, etc.) Did this contractor relate to other parties in a professional manner? If not, give specific examples.

Unacceptable 0 Points Poor 2 Points Satisfactory 5 Points Very Good 6 Points Excellent 7 Points

Sub Total: 76

Comments:

7. Paperwork Processing

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

Unacceptable 0 Points Poor 2 Points Satisfactory 5 Points Very Good 6 Points Excellent 7 Points

Sub Total: 82

Comments:

8. On-Site Supervisory Personnel

Rate the general performance of this contractor's on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

Unacceptable 0 Points Poor 3 Points Satisfactory 10 Points Very Good 12 Points Excellent 14 Points

Sub Total: 96

Comments:

Total Points	96
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LEGAL AND ADMINISTRATIVE PROCEEDINGS:

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

Comments:

ADDITIONAL COMMENTS (Optional):

NOTICE TO CONTRACTORS: A contractor shall, within 30 days, submit a written response to DCAMM disputing any information contained in this Evaluation and setting forth any additional information concerning the building project or the oversight of the contract by the public agency that may be relevant to the evaluation of the contractor's performance. [See M.G.L. c. 149, Sec. 44D(7)]

SIGNATURES and CERTIFICATIONS

NOTE: Complete both sections of Part One or both sections of Part Two

PART ONE: For Contracts Estimated to Cost \$1,500,000 or More

Section A: Required Signature by Owner's Project Manager:

Pursuant to M.G.L. C. 149, Sec 44D(7), I, the undersigned Owner's Project Manager, as owner's representative, hereby certify that the information contained in this evaluation represents, to the best of my knowledge, a true and accurate analysis of the contractor's performance record on the contract.

X Chuck Adam
Signature

3/13/2014
Date

CHUCK ADAM
Printed Name

978-686-5766
Contact Telephone No.

PROJECT MANAGER
Title: Owner's Project Manager

CHUCK.ADAM@MUNICIPALBUILDINGCONSULTANTS.COM
Email Address

Section B: Required Certifications by Awarding Authority:

Pursuant to M.G.L. c. 149, Sec. 44D(7) and 810 CMR 8.02(4) or 810 CMR 8.09(3), I, the undersigned official from the public agency, hereby certify as follows:

- a) The information contained on this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the contractor's performance record on the contract;