



STANDARD BUILDING MAINTENANCE CONTRACT
For Projects Not Exceeding \$100,000
Procured under M.G.L. c. 30 s. 39M or c. 149, s. 44(A) (2) (A) through (C)

OWNER - CONTRACTOR AGREEMENT

Awarding Authority: _____

This agreement ("Contract") is made as of the ____ day of _____, 20____, by and between _____ herein called the "Awarding Authority" with an address at _____, and _____, a _____ with a principal place of business at _____, hereinafter called the "Contractor."

Terms used in this Owner - Contractor Agreement which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Awarding Authority and the Contractor agree as follows:

Article 1. Scope of Work. The Work under this Contract is defined as all work required by the Contract Documents for the

_____,
 _____,
 in accordance with and as described in the Specifications dated _____,
 20____, prepared by _____
 ("Designer"), as modified by Addenda Nos. _____ dated _____,
 _____, 20__.

Article 2. Contract Term. The term of this contract shall be _____ commencing on _____ and ending on _____.

Article 3. Contract Price. The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved

Change Order(s), the Contract Price of _____. Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor's General Bid and attached hereto as Exhibit A (Unit Price Schedule). The following Alternates have been accepted and their costs are included in the Contract Price:

Alternate No(s):

Article 4. Approved Subcontractors. No Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Awarding Authority nor may any portion of the Work be assigned to any other party.

Article 5. Certifications. Pursuant to M.G.L. c. 62(c), §49A, the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States Government, and that all certifications and representations described in the General Conditions are true and accurate.

Article 6. The Contract Documents: The following documents form the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents:"

-This Owner – Contractor Agreement including the following exhibits (check if applicable):

- Exhibit A: Unit Prices, if any
- Exhibit B: Prevailing Wage Rates (required)
- Exhibit C: Additional Insurance Provisions, if any
- Exhibit D: Liquidated Damage Provisions, if any

-The General Conditions of the Contract.

-The Specifications , including Addenda identified in Article 1 above

-All Approved Change Orders issued after execution of this Owner - Contractor Agreement

Article 7. Liquidated Damages. For the purposes of Article 3 of the General Conditions of the Contract, liquidated damages for nonperformance or delay of portions of the contract shall be as specified on Exhibit D, if any. The Awarding Authority does not waive its right to recover actual damages for any breaches of portions of this Contract with respect to which no liquidated damages are stipulated in this Owner-Contractor Agreement.

Article 8. Contractor's and Awarding Authority's Representatives. The Contractor's Representative for this Contract is

_____. The person administering this Contract on behalf of the Awarding Authority (the "Administrator") is _____.

Article 9. Notices. Notices to the Contractor shall be deemed given when hand delivered to the Contractor's Representative in person, or when deposited in the U.S. mail addressed to the Contractor at the Contractor's address specified in the Owner - Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the Awarding Authority, notices and deliveries to the Awarding Authority shall be effective only when delivered to the Awarding Authority at the address specified in the Owner - Contractor Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the Awarding Authority to receive official notices.

In witness whereof, the parties hereto have caused this instrument to be executed in triplicate under seal as of the date set forth above.

CONTRACTOR:

Name of Contractor : _____

By: _____

Print Name: _____

Title: _____

Date: _____

AWARDING AUTHORITY:

By executing this Agreement, the undersigned authorized signatory of the Awarding Authority, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that all the applicable provisions of M.G.L. c. 30, §39M, have been complied with.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A – UNIT PRICES

EXHIBIT B -- PREVAILING WAGE RATES

EXHIBIT C -- ADDITIONAL INSURANCE PROVISIONS, IF ANY

EXHIBIT D – LIQUIDATED DAMAGE PROVISIONS