

Contractor's Vendor Code Number: \_\_\_\_\_



**COMMONWEALTH OF MASSACHUSETTS  
STANDARD VERTICAL CONSTRUCTION CONTRACT  
For Projects Over \$100,000 Subject to M.G.L. c149, §44A -F**

**OWNER - CONTRACTOR AGREEMENT**

Awarding Authority: **DEPARTMENT OF MENTAL HEALTH (DMH)**

This agreement ("Contract") is made as of the \_\_\_\_ day of \_\_\_\_, 2020, by and between the Commonwealth of Massachusetts acting by and through the Awarding Authority identified above with a principal place of business at **167 Lyman Street Westborough, MA 01581**, 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 **Quincy Lobby Renovation at Quincy Mental Health Center**, in accordance with and as described in the Plans and Specifications dated **July 13, 2020**, prepared by Marianna G. O'Brien ("Designer").

**Article 2. Time for Completion.** The Contractor shall commence the Work under this Contract on the date specified in the written “Notice to Proceed,” and shall, within **four (4) months** after such date, bring the Work to Substantial Completion and to the point at which a Certificate of Agency Use and Occupancy may be issued, and shall bring the Work to Final Acceptance within 45 days after the date specified for Substantial Completion.

**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 \_\_\_\_\_ dollars (\$\_\_\_\_\_). The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor’s General Bid. The following Alternates have been accepted and their costs are included in the Contract Price:

Alternate No(s):

**Article 4. Approved Subcontractors.** The filed Subcontractors listed in the Contractor’s General Bid submitted by the Contractor have been approved for the performance of the specified portions of the Work subject to the Commonwealth’s verification that they have complied with state corporation and partnership registration laws. No other filed Subcontractors and no non-filed Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Awarding Authority.

**Article 5. Certifications.** Pursuant to M.G.L. c. 62(c), s.49 (a), 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, s. 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.

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

- 1) The Instructions to Bidders
- 2) The General Bid submitted by the Contractor
- 3) This Owner — Contractor Agreement
- 4) The General Conditions of the Contract
  - 4a) The Supplementary General Conditions [Note: the term “Supplementary General Conditions” may also refer to Division 1 of the Specifications.]
- 5) The Plans and Specifications, including Addenda identified in Article 1 above
- 6) All Approved Change Orders issued after execution of this Owner - Contractor Agreement

**Article 7. Liquidated Damages.** For the purposes of Article VI of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

**\$ 500.00 per day**

**Article 8. Additional Insurance Provisions.** The insurance requirements set forth in Article XIV of the General Conditions of the Contract are supplemented by the provisions, if any, appearing in Exhibit A attached hereto and incorporated herein.

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:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AWARDING AUTHORITY: DEPARTMENT OF MENTAL HEALTH (DMH)**

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 this Contract is executed in accordance with a prior approval of the Division of Capital Asset Management and Maintenance, and further certifies under the penalties of perjury that all the applicable provisions of M.G.L. c.149, §44J, have been complied with.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A to the Owner-Contractor Agreement**

**Additional Insurance Provisions**

*(Insert any additions or modifications to the Insurance Requirements contained in Article XIV of the General Conditions of the Contract here or indicate “None.”)*

None.

**EXHIBIT B to the Owner-Contractor Agreement**

**Forms Used During Contract Award and Execution**

- 100% Payment Bond
- 100% Performance Bond
- Executive Order 481
- Executive Order 504 (2 Pages)
- Prompt Payment Discount
- Owner – Contractor Agreement (4 Pages)
- Letter to Proceed (LTP)
- Certificate of Compliance with State Tax Laws and with Unemployment Compensation Contribution Requirements
- Certificate of Compliance with Employment Eligibility Verification Requirements (I-9)
- Request for Taxpayer Identification Number and Certification (W-9) (2 Pages)
- Commonwealth of Massachusetts Contractor Authorized Signatory Listing Form (2 Pages)
- Commonwealth Terms and Conditions
- Electronic Funds Transfer Sign Up Form
- Any other form that DMH needs in completing their contract paperwork