

Contractor's Vendor Code Number: _____



**COMMONWEALTH OF MASSACHUSETTS
STANDARD VERTICAL CONSTRUCTION CONTRACT
For Projects Over \$150,000 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 **Renovation of Lobby & Security Upgrades for the Corrigan Mental Health Center**, in accordance with and as described in the Plans and Specifications dated **October 5, 2020**, prepared by Fred Bergstrom ("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 **ninety (90) calendar days of a Letter To Proceed** after such date, bring the Work to Substantial Completion and to the point at which a Certificate of Substantial Completion may be issued. The Contractor shall bring the Work to Final Acceptance within 45 days after the date specified for Substantial Completion. Liquidated damages for this Project shall be assessed as set forth in Article VI of the General Conditions of the Contract. The agreed liquidated damages amount shall be **\$500.00 per day** for each calendar day of delay in achieving Substantial Completion.

Article 3. Contract Price. The Awarding Authority shall pay the Contractor, in current funds, for the proper performance of the Contract and completion 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 included in the bid documents issued by the Awarding Authority for this Project;
- 2) The General Bid submitted by the Contractor (includes the sub-bid document and amount)
- 3) This Owner — Contractor Agreement
- 4) The General Conditions of the Contract
- 5) Drawings/Plans and Specifications, including Addenda thereto identified in Article 1 above
- 6) All Approved Change Orders issued after execution of this Owner - Contractor Agreement

7) Any other form that DMH needs in completing their contract paperwork

**Article 7. Minority Business Enterprise and Women Business Enterprise Participation Goals and Minority/Women Workforce Utilization Percentages.
(Not Applicable)**

**Article 7A. Veteran-Owned Business Enterprises Benchmark and Other Participation.
(Not Applicable)**

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

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 (6 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